Supreme Court, U.S.
FILED
MAR 20 1987
JOSEPH F. SPANIOL, JR.
CLERK

No. 86-489

In the Supreme Court of the United States

OCTOBER TERM, 1986

W.T. LANGLEY AND MARY ANN GRIMES LANGLEY,
Petitioners,

vs.

FEDERAL DEPOSIT INSURANCE CORPORATION
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

JOINT APPENDIX

WILLIAM C. SHOCKEY
McCOLLISTER McCLEARY & FAZIO
5757 Corporate Boulevard,
Suite 301
Baton Rouge, La. 70821
Telephone: (504) 927-1600
Counsel for Petitioners

JOHN C. MURPHY, JR.
ANN S. DUROSS
LAWRENCE F. BATES
JANE ROSSOWSKI
Federal Deposit
Insurance Corporation
Washington, D.C. 20429
and
CHARLES FRIED
Solicitor General
Department of Justice
Washington, D.C. 20530
Telephone: (202) 633-2217
Counsel for Respondent

PETITION FOR A WRIT OF CERTIORARI FILED ON SEPTEMBER 23, 1986
WRIT OF CERTIORARI GRANTED ON JANUARY 12, 1987

TABLE OF CONTENTS

	Page
Docket Entries	1
Title Opinion Letter dated December 5, 1980	7
Cash Deed dated December 19, 1980	16
Collateral Mortgage dated December 19, 1980	24
Planters Note dated March 8, 1982	35
Petition on Promissory Note By Planters	39
Complaint by W. T. Langley, et. ux	46
Amended Complaint	55
Second Amended Complaint	57
FDIC Report of Examination dated April 6, 1984	63
First Interrogatories by Federal Land Bank	68
Answer by W. T. Langley, et. ux	81
Answer by Planters and Roy Caughfield	83
Order to Close Planters dated May 18, 1984	90
Tender of Appointment to FDIC as Receiver	91
Acceptance of Appointment by FDIC	92
Answers to Interrogatories	93
Motion for Summary Judgment by FDIC	120
Order Granting Writ of Certiorari	128

NOTATION

The opinion of the Fifth Circuit Court of Appeals is printed in the Petition for a Writ of Certiorari at pages A-1 through A-18. The Memorandum Ruling of the District Court is printed in the Petition for a Writ of Certiorari at pages A-19 through A-25. The judgment of the District Court is printed in the Petition for a Writ of Certiorari at pages A-26 through A-29.

CV83-2612
Sec D
Closed

PLAINTIFFS	DEFENDANTS
FEDERAL DEPOSIT INSURANCE CORP. (10-5-84)	LANGLEY, W.T. (D1 LANGLEY, MARY ANN GRIMES (D2

SEALED EXCEPT TO THE COUNSEL OF PARTIES TO THIS LITIGATION

28 USC 1332, Diversity, Removed from St. Landry Parish, 27th Judicial District Court, Docket No. 90, 519-B; Petition on promissory note.

ATTORNEYS

KANTROW, SPAHT, WEAVER & BLITZER
(David S. Rubin)
P.O. Box 2997
Baton Rouge, LA. 70821
504/383-4703
for Plft

WARREN D. RUSH
P.O. Box 53713 OCS
Lafayette, LA. 70505
318-235-2425
for Roy E. Caughfield
deft in 84-0557

McCOLLISTER McCLEARY & FAZIO
William C. Shockey, T.A.
P.O. Box 2706
Baton Rouge, LA. 70808
504/387-5961 *for W. T. & Mary Ann Grimes Langley, Ds in 83-2612 and Ps in 84-0557*

OLIVIER & BRINKHAUS
(John L. Olivier)
P.O. Drawer E
Sunset, La. 70584
for Elmer Landry, D in 84-0557

TAYLOR, PORTER, BROOKS & PHILLIPS
(W. S. McKenzie & Frederick R. Tulley)
P.O. Box 2471
Baton Rouge, La 70821-2471
504/387-3221 *for Federal Land Bank of Jackson D. in 84-0557*

SEALED EXCEPT TO THE COUNSEL OF PARTIES TO THIS LITIGATION

CV83-2612
Sec. D

10-24-83	1 2	PETITION FOR REMOVAL w/state petition REMOVAL BOND (ljs) 18
		***
4-27-84	15	MOTION (Planters) to consolidate w/ 84-0557 L 79
		***
5-10-84	19	ANSWER (D) to complaint (ljs) 92
		***
7-10-84	23	MINUTES from motion hearing. #15 to consolidate w/84-0557 is granted. NOE/ka/7-11 (EFH, JR/ dw) 128
10-4-84	24-25	MOTION (P) for substitution of counsel & Plaintiff, ref. to JMD, JR (ljs) 132
10-5-84	25*	ORDER, granting substitution (JDM,JR/ljs)NOE/ ms 132
		***
1-30-85	39-42	MOTION (FDIC) for SJ (ljs) 207
		***
2-15-85	47	THIRD PARTY COMPLAINT (FDIC) agn Roy E. Caughfield (ljs) 242
		***
3-19-85	63	ANSWER (Roy E. Caughfield) to 3PC of FDIC 305
		***
4-9-85	66	SUPPL MEMORANDUM (P) in support of #39 (ljs) 314
4-12-85	67	OPPOSITION (W.T. and Mary Ann Grimes Langley) to motion for SJ. (dw) 357
		***
5-9-85	78-79	MOTION (FDIC) for entry of protective order, ref to MEM (ljs) 420
		***

5-21-85	79*	STIPULATED PROTECTIVE ORDER: . . SEALED EXCEPT TO THE COUNSEL TO PARTIES TO THIS LITIGATION . . . (JMD, JR/ljs)NOE/jp 422

***

5-28-85	86	SECOND SUPPL MEMO (FDIC) in support of #39 (ljs) 440

***

6-6-85	98	SUPPL MEMORANDUM (W. T. & Mary Langley) in opposition to #87 559
	99-101	MOTION (W.T. & Mary Langley 84-0557) to substitute party deft. ref to JMD,JR 573

***

6-10-85	101*	ORDER, re: 84-0557, FEDERAL DEPOSIT INSURANCE CORP. as receiver of Planters Trus & Savings Bank of Opelousas is substituted as party deft . . (JMD, JR/ljs)NOE 578
6-17-85	108	THIRD SUPPLEMENTAL MEMORANDUM (FDIC) in support of #39 (ljs) 644
	109	SECOND SUPPLEMENTAL MEMORANDUM (W. T. & Mary Ann Grimes Langley) in opposition to #39 (ljs) 649

***

6-11-85	111	MINUTES: on motion hearing #39 is TUA (JMD,JR/RGW/ljs)NOE/rw 6-16-85 664

***

6-24-85	113	MEMORANDUM RULING: 672
6-24-85	114	ORDER & JUDGMENT, judgment with prejudice entered in favor of the FDIC as to its claims against W. T. Langley and Mary Langley. DKT-D 6-27-85. (JMDJR/cl)NOE/jp 678
6-24-85	115	ORDER, FDIC substituted in its capacity as receiver of Planters Trust and Savings Bank of Opelousas as party defendant in CV84-0557 for Planters Trust and Savings Bank. 679
6-24-85	116	ORDER & JUDGMENT, judgment with prejudice entered in favor of FDIC and against W. T. and Mary Langley as to their claims against the Federal Deposit Insurance Corporation in its corporate capacity. DKT-D 6-27-85 680

***

7-19-85	122	PROPOSED REVISED JUDGMENT, re #116, ref to JMD,JR (ljs) 702
7-18-85	121*	ORDER, granting ext for period of 30 days fm the date of signing revised judgment to appeal (JMD,JR/ ljs)NOE/jp 700
7-23-85	122*	REVISED JUDGMENT: in favor of FDIC & agn W.T. & Mary Ann Grimes Langley in amt of $468,624.41 plus interest in amt of 12% annum fm 3/8/82 until paid, plus atty's fees in amt of $22,500.00 plus all costs of this proceeding. (JMD,JR) DKT-D 7/24/85 702
8-7-85	123	NOTICE OF APPEAL (P-Langley & Langley) from judgment entered 6/27/85 and Revised Judgment entered 7/24/85. FEE Paid. NOE: CT.Appeals; Shockey w/trans. order; 704

***

8-7-85	126	MOTION (Langleys) for continuance of Trial, ref to JMD,JR
8-9-85	#126	ORDER, trial continued pending appeal. (JMDJR/cl) 711

CV84-0557
Sec L

PLAINTIFFS	DEFENDANTS
LANGLEY, W.T. *LANGLEY, ANN GRIMES*	***CAUGHFIELD, ROY E.* *LANDRY, ELMER* ***Amended complaint:* 2/21/84 Federal Land Bank of Jackson (formerly Fed. Land Bank of New Orleans) Federal Deposit Insurance Co. ***Substituted party deft eff 6-10-85 *CONSOLIDATED CASE # "L"* *Closed 9-4-85*

SEALED EXCEPT TO THE COUNSEL OF PARTIES TO THIS LITIGATION

TRANSFER from MDLA #83-1110, Sec. B, Diversity proceeding consisting of four counts, three based on breach of state contract law and fourth, misrepresentations in the sale of certain immovable property and mineral interests.

ATTORNEYS

***McCollister McCleary & Fazio (William C. Shockey and Charles W. Sartain)*
P.O. Box 2706
Baton Rouge, LA 70821
504/387-5961

***THESE ATTYS ADDED TO MASTER, CV83-2612

***OLIVIER & BRINKHAUS (John L. Olivier)*
P.O. Drawer E
Sunset, LA 70584
(E. Landry)

***W. S. McKenzie, T.A. & Frederick R. Tulley)*
TAYLOR, PORTER, BROOKS & PHILLIPS
P.O. Drawer 2471
Baton Rouge, LA. 70821-2471
504/387-3221
for Federal land Bank of Jackson

10-18-83	1	COMPLAINT - issuing process 10/20/83 i
		***
10-20-83	3	AMENDED COMPLAINT . . . issuing process 10/21/83 13
		***
12-8-83	5	MOTION TO DISMISS OR TO TRANSFER/Planters Trust and Roy Caughfield . . . hrg/6/6/84 16
		***
1-19-84	10	MOTION TO FILE SECOND AMENDED COMPLAINT/pltfs . . . GRANTED . . . issuing notices . . . dkt. 1-23-84 36
		***
1-21-84	12	SECOND AMENDED COMPLAINT. pltfs. . . . issuing process 1-24-84 39
		***
2-22-84	18	M.E. ORDERED deft's motion to transfer is GRANTED . . . Suit transferred to the Western Dist. of Louisiana . . . issuing notice . . . dkt . . . 2/27/84 62
		***
3-1-84	*1*	*COMPLAINT and transfer order from MDLA # 83-1110-B*
		***
5-9-84	3	ANSWER (Planters and Caughfield) to complaint (ljs) 78
7-10-84		this case consolidated with CV83-2612. (dw)

December 5, 1980

Planters Trust & Savings Bank
Opelousas, LA

Mr. W. T. Langley
P. O. Box 581
Blytheville, Arkansas 72315

IN RE: Lands belonging to Leenerts Farms, Inc.

(SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND SIGNED FOR IDENTIFICATION HEREWITH, THE SAME BEING MADE A PART HEREOF AS FULLY AND TO THE SAME EXTENT AS IF WHOLLY WRITTEN OUT HEREIN.)

Gentlemen:

At your request, I have examined title to the lands described in the attached Exhibit "A" and, from my examination of the indices of the conveyance and mortgage records of the Parish of Avoyelles, LA, and considering the property and prescriptive laws of this state, I find that on this date LEENERTS FARMS, INC. has good, valid and merchantable title to the said property, subject to the following exceptions, to-wit:

1) Any lack of right to access to and from the property which may exist as reflected by a current ground survey;
2) Any deficiencies in land area that may exist and as would be reflected by a current ground survey;
3) Any encroachments of improvements upon boundary or servitude lines that may be reflected by a current ground survey;
4) Taxes for 1980 are now due and owing;
5) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land;
6) Any rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at date of examination;
7) Any defects, liens, encumbrances, servitudes, rights-of-way, adverse claims or other matters created, suffered, assumed or agreed to by present or former owners and not shown by the public records;

8) Any unrecorded liens and/or charges not disclosed by the mortgage indices;

9) This opinion relates only to the surface land title. As to the ownership of the mineral rights and as to the existence and legal effect of any mineral leases or mineral exploration activity on or near the subject property, I express no opinion;

10) This opinion relates only to the current status of the title. Whether any donations in the title chain are subject to future attack, I express no opinion;

11) Any federal, state, parish or municipal tax lien or encumbrance filed against the property anywhere other than the seat of the parish government where the property is located;

12) This opinion in no way deals with the adequacy or availability of utilities or drainage;

In addition to Items 1 through 12, Tract I is also subject to the following exceptions, to-wit:

13) Right-of-way from C. C. Crews to Pointe Coupee Parish (Electric Cooperative) dated Sept. 3, 1938, filed Jan 26, 1939, in COB 0 # 383 of the official records of Pointe Coupee Parish, LA;

14) Easement from Violet K. Borne et al to USA dated June 22, 1939, filed June 26, 1939, in COB 5, # 516 of the official records of Pointe Coupee Parish, LA;

15) Flowage Easement from Frank W. Schultz to U.S. of America dated Sept. 2, 1939, filed Sept. 6, 1939, in COB D # 1149, records of Pointe Coupee Parish, LA;

16) Easement from Charles C. Crews to U.S. of America dated Dec. 21, 1939, filed Dec. 30, 1939, in COB P # 2056 of the official records of Pointe Coupee Parish, LA;

17) Flowage Easement from Frank G. Honeycutt to U.S. of America dated Feb. 9, 1940, filed April 12, 1940, in COB Q # 1328 of the official records of Pointe Coupee Parish, LA;

18) Flowage Easement from Dr. Charles C. Crews to U.S. of America dated Aug. 10, 1940 filed Sept. 7, 1940, in COB Q # 2816 of the official records of Pointe Coupee Parish, LA;

19) Quit Claim from Violet K. Borne to Pointe Coupee Parish School Board granting right of School Board to remove its school building dated Aug. 28, 1940, filed Oct. 9, 1940, in COB Q # 3113 of the official records of Pointe Coupee Parish, LA;

20) Flowage Easement from Charles C. Crews and Sally Fisher to

U.S. of America dated and filed Nov. 18, 1940, in COB Q 12 of the official records of Pointe Coupee Parish, LA;
21) Right-of-way from Dr. Carroll K. Crews to Transcontinental Gas Pipeline Corp. dated Feb. 28, 1949, filed March 24, 1949, in COB 23 # 474 of the official records of Pointe Coupee Parish, LA;
22) Servitude Agreement by and between John W. Barton and Gulf States Utilities dated Feb. 8, 1967, filed Feb. 13, 1967, in COB 68 # 15 of the official records of Pointe Coupee Parish, LA;
23) Reservation of all outstanding minerals by John W. Barton in that certain Act of Exchange with Assumption of Mortgage by and between John W. Barton and Kenneth Rogers et al dated Aug. 1, 1974, filed Aug. 7, 1974, in COB 118 # 32 of the official records of Pointe Coupee Parish, LA;
24) Oil, gas and mineral lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan. 14, 1977, filed Feb. 2, 1977, in COB 138 # 102 of the official records of Pointe Coupee Parish, LA;
25) Oil, gas and mineral lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan. 14, 1977, filed Feb. 2, 1977, in COB 138 # 422 of the official records of Pointe Coupee Parish, LA;
26) Mineral Reservation of 2/3rds of all minerals by Kenneth R. Rogers et al in that certain Act of Cash Sale with Assumption of Mortgage and Vendor's lien from Kenneth R. Rogers et al to Leenerts Farms, Inc. dated May 25, 1978, filed May 30, 1978, in COB 153 # 253 of the official records of Pointe Coupee Parish, LA;
27) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 295 of the official records of Pointe Coupee Parish, LA;
28) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 296 of the official records of Pointe Coupee Parish, LA;
29) Assignment of all of assignor's mineral interest in property warranted not to be less than 1/4 of LNB Tract; 1/12 of Borne Tract, 1/6 of Honeycutt Tract and 0 of Crews Tract from Leenerts Farms, Inc. to Don I. Williams filed Aug. 6, 1980; in COB 190 # 76 of the official records of Pointe Coupee Parish, LA;
30) Mortgage with Vendor's Lien and Privilege Retained from

Leenerts Farms, Inc. to Kenneth R. Rogers et al in the amount of $550,000.00 dated May 25, 1978, filed May 30, 1978, in MOB 115 # 153 of the official records of Pointe Coupee Parish, LA;

31) Collateral Mortgage from Leenerts Farms, Inc. to Future Holders (Planters Trust & Savings Bank) in the amount of $300,000.00 dated March 21, 1979, filed March 22, 1979, in MOB 119 # 287 of the official records of Pointe Coupee Parish, LA;

32) Mortgage from Leenerts Farms, Inc. to John Hancock Mutual Life Insurance Company in the amount of $1,000,000.00 dated Dec. 12, 1979, filed Dec. 12, 1979, in MOB 123 # 260 of the official records of Pointe Coupee Parish, LA;

33) Act of Subordination of Mortgage and Vendor's Lien and Privilege from Kenneth R. Rogers et al to John Hancock Mutual Insurance Co. subordinating Item 30 listed above to and in favor of Item 32 listed above dated and filed Dec. 12, 1979, in MOB 126 # 261 of the official records of Pointe Coupee Parish, LA;

34) Act of Subordination of Mortgage from Planters Trust & Savings Bank to John Hancock Mutual Insurance Company subordinating Item 31 listed above to and in favor of Item 32 listed above dated and filed Dec. 12, 1979, in MOB 123 # 262 of the official records of Pointe Coupee Parish, LA;

35) Amendment to Mortgage and Mortgage Note from Leenerts Farms, Inc. to Kenneth R. Rogers et al in the amount of $550,000.00, which said amendment is dated and filed Dec. 12, 1979, in MOB 123 # 265 of the official records of Pointe Coupee Parish, LA;

36) Mortgage from Leenerts Farms, Inc. to Future Holders (Planters Trust & Savings Bank) in the amount of $500,000.00 dated and filed Aug. 6, 1970, in MOB 127 # 209 of the official records of Pointe Coupee Parish, LA;

37) Consolidated Judgment rendered in the matter entitled Rice Capital Sales, Inc. vs Leenerts Farms, Inc. and Top Crop Seed & Supply Co. vs Leenerts Farms, Inc. in the amount of $15,521.60 plus legal interest plus $1,600.00 attorney fee dated and filed Oct. 16, 1980, in MOB 129 # 84 of the official records of Pointe Coupee Parish, LA;

38) Consolidated Judgment rendered in the matter entitled Rice Capital Sales, Inc. vs Leenerts Farms, Inc. and Top Crop Seed and Supply Co., Inc. vs Leenerts Farms, Inc. in the amount of $32,017.86 plus legal interest plus $3,200.00 attorney fee dated and

filed Oct. 16, 1980, in MOB 129 # 85 of the official records of Pointe Coupee Parish, LA;

In addition to Items 1 through 12, Tract II is subject to the following exceptions to-wit:

13) Right-of-way from Louisiana Realty Co. to the U.S. of America dated Oct. 23, 1940, recorded in COB Q # 638 of the official records of Pointe Coupee Parish, LA;
14) Right-of-way from Louisiana National Bank to Interstate Oil Pipeline Co. dated Feb. 24, 1953, filed March 24, 1953, in COB 36 # 77 of the official records of Pointe Coupee Parish, LA;
15) Servitude Agreement by and between John W. Barton and Gulf States Utilities dated Nov. 22, 1965, filed March 18, 1966, in COB 64 # 56 of the official records of Pointe Coupee Parish, LA;
16) Reservation of all outstanding minerals by John W. Barton in that certain Act of Exchange by and between John W. Barton and Kenneth Rogers et al dated Aug. 1, 1974, filed Aug. 7, 1974, in COB 118 # 32 of the official records of Pointe Coupee Parish, LA;
17) Oil, Gas and Mineral Lease from John W. Barton et al to Joseph C. McCormick for a term of five (5) years dated Aug. 20, 1976, filed Sept. 13, 1976, in COB 134 # 242 of the official records of Pointe Coupee Parish, LA;
18) Ratification of Oil, Gas and Mineral Lease from Kenneth R. Rogers et al to Dalco Oil Co. dated Aug. 23, 1976, filed Sept. 16, 1976, in COB 134 # 15 of the official records of Pointe Coupee Parish, LA;
19) Oil, Gas and Mineral Lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan 14, 1977, filed Feb. 2, 1977, in COB 138, # 102 of the official records of Pointe Coupee Parish, LA;
20) Oil, Gas and Mineral Lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan 14, 1977, filed Feb. 2, 1977, in COB 138, # 422 of the official records of Pointe Coupee Parish, LA;
21) Mineral Reservation of 2/3rds of all minerals by Kenneth R. Rogers et al in that certain Act of Cash Sale with Assumption of Mortgage and Vendor's Lien from Kenneth R. Rogers et al to Leenerts Farms, Inc. dated May 25, 1978, filed May 30, 1978, in COB 153, # 253 of the official records of Pointe Coupee Parish, LA;
22) Agreement amending payment of delay rentals by and among

Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 295 of the official records of Pointe Coupee Parish, LA;

23) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 296 of the official records of Pointe Coupee Parish, LA;

24) Assignment of all of assignor's mineral interest in property warranted not to be less than 1/4 of LNB Tract, 1/12 of Borne Tract, 1/6 of Honeycutt Tract and 0 of Crews Tract from Leenerts Farms, Inc. to Don I. Williams filed Aug. 6, 1980 in COB 190 # 76 of the official records of Pointe Coupee Parish, LA;

25) Mortgage with Vendor's Lien and Privilege Retained from Leenerts Farms, Inc. to Kenneth R. Rogers et al in the amount of $550,000.00 dated May 25, 1978, filed May 30, 1978, in MOB 115 # 153 of the official records of Pointe Coupee Parish, LA;

26) Collateral Mortgage from Leenerts Farms, Inc. to Future Holders (Planters Trust & Savings Bank) in the amount of $300,000.00 dated March 21, 1979, filed March 22, 1979, in MOB 119 # 287 of the official records of Pointe Coupee Parish, LA;

27) Mortgage from Leenerts Farms, Inc. to John Hancock Mutual Life Insurance Company in the amount of $1,000,000.00 dated Dec. 12, 1979, filed Dec. 12, 1979, in MOB 123 # 260 of the official records of Pointe Coupee Parish, LA;

28) Act of Subordination of Mortgage and Vendor's Lien and Privilege from Kenneth R. Rogers et al to John Hancock Mutual Insurance Co. subordinating Item 25 listed above to and in favor of Item 27 listed above dated and filed Dec. 12, 1979, in MOB 126 # 261 of the official records of Pointe Coupee Parish, LA;

29) Act of Subordination of Mortgage from Planters Trust & Savings Bank to John Hancock Mutual Insurance Company subordinating Item 26 listed above to and in favor of Item 27 listed above dated and filed Dec. 12, 1979, in MOB 123 # 262 of the official records of Pointe Coupee Parish, LA;

30) Amendment to Mortgage and Mortgage Note from Leenerts Farms, Inc. to Kenneth R. Rogers et al in the amount of $550,000.00, which said amendment is dated and filed Dec. 12, 1979, in MOB 123 # 265 of the official records of Pointe Coupee Parish, LA;

31) Mortgage from Leenerts Farms, Inc. to Future Holders (Planters Trust & Savings Bank) in the amount of $500,000.00 dated and filed

Aug. 6, 1970, in MOB 127 # 209 of the official records of Pointe Coupee Parish, LA;

32) Consolidated Judgment rendered in the matter entitled Rice Capital Sales, Inc. vs Leenerts Farms, Inc. and Top Crop Seed & Supply Co. vs Leenerts Farms, Inc. in the amount of $15,521.60 plus legal interest, plus $1,600.00 attorney fee dated and filed Oct. 16, 1980, in MOB 129 # 84 of the official records of Pointe Coupee Parish, LA;

33) Consolidated Judgment rendered in the matter entitled Rice Capital Sales, Inc. vs Leenerts Farms, Inc. and Top Crop Seed & Supply Co. vs Leenerts Farms, Inc. in the amount of $32,017.86 plus legal interest, plus $3,200.00 attorney fee dated and filed Oct. 16, 1980, in MOB 129 # 85 of the official records of Pointe Coupee Parish, LA.

Sincerely yours,

NELSON M. LEE

EXHIBIT "A"

TRACT I.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of LA, being more fully described as follows, to-wit:

All of Sections 16, 17, 18, 19, 20 and 21, T4S, R7E, lying West of the center line of the dredged drainage canal running through said sections and East of the top of the bank of the Atchafalaya River, SAVE AND EXCEPT: 8.27 acres owned now or formerly by Transcontinental Gas Pipe Line Corporation in the Western portions of Sections 17, 18 and 19;

All of Sections 22 and 23, T4S, R7E, lying East of the top bank of the Atchafalaya River, SAVE AND EXCEPT: 20 acres owned now or formerly by Eddie Vignes in the Western portion of Sec. 23, and a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections;

All of Sections 24 and 25, T4S, R7E, lying East of the top of the bank of the Atchafalaya River and West of the lands in the Eastern portion

of Sections 24 and 25 owned now or formerly by Sampson C. Smith, SAVE AND EXCEPT: a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections, and the Village of Red Cross, LA, in the Western portion of Section 25;

Two certain lots or parcels of ground, situated in that subdivision in Sec. 25, T4S, R7E, known as RED CROSS and designated as LOTS TWENTY-TWO (22) and TWENTY-THREE (23) on the official map of said subdivision recorded under Entry Number 27710, Conveyance Records of Pointe Coupee Parish, LA, each of said lots fronting fifty (50') feet on Kuhlman Street by the depth of 148.5 feet between parallel lines.

TRACT II.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of LA, being more fully described as follows, to-wit:

All of the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, SAVE AND EXCEPT: (1) 2.06 acres also known as Lot 3 owned now or formerly by Emile Carmouche on LA High #10 in the Western portion of said half sections and (2) that portion of the southern ½ of the north ½ of Section 42 lying south of LA Hwy. #10 containing 44.38 acres, more or less;

All of South ½ of Section 80, T4S, R8E.

Tract I and Tract II are a portion of the property acquired by Morrison Grain Company, Inc. and Morrison-Quirk Grain Corporation from Louisiana National Bank of Baton Rouge, Robert N. Crews et al, Frank Gilbert Honneycutt et ux and Violet Kuhlmann Borne et al by acts of record in COB 60, Entry No. 501; COB 61, Entry No. 188, COB 61, Entry No. 119 and COB 61, Entry No. 94, respectively; and being part of the same property acquired by BARTON by act of record in COB 62, Entry No. 43; and being part of the same property acquired by ROGERS by act of record in COB 118, Entry No. 32 all of the official records of Pointe Coupee Parish, LA.

The total acreage included in the tracts of land above described being 1628.4 acre.

All is in accordance with a map prepared by Toxie Craft, C. E. dated Aug. 31, 1967, entitled "Map Showing the survey of the John Barton Property being portions of Sections 16 through 25, T4S, R7E, LESS the 20 + acre Vignes Tract, Sections 30 through 34, T4S, R7E, the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, LESS 2.06 acres in Lot 3 for Carmouche, and the South ½ of Section 80, T4S, R8E, all lying in Pointe Coupee Parish, LA. for John W. Barton" recorded with an act of mortgage in MOB 69, Entry No. 56, of the Records of Pointe Coupee Parish, LA on Feb. 16, 1968, said property being located in Sections 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 41 and 42, T4S, R7E, and Section 80, T4S, R8E, Pointe Coupee Parish, LA.

ENTRY NO: _____

LEENERTS FARMS, INC	:	UNITED STATES OF AMERICA
	:	
TO	:	STATE OF LOUISIANA
	:	
W. T. LANGLEY AND MARY ANN GRIMES LANGLEY	:	PARISH OF POINTE COUPEE
	:	
FILED: _____	:	BY: _____

CASH DEED

BE IT KNOWN That on this the 19th day of December, 1980,

BEFORE ME the undersigned Notary Public, duly commissioned and qualified in and for the State of LA, Parish of Avoyelles, and before the two undersigned competent witnesses personally came and appeared:

LEENERTS FARMS, INC., an Illinois corporation authorized to do and doing business in the State of LA, herein represented by its President, Roger L. Leenerts, duly authorized to act herein as per the attached resolution which said corporation has a mailing address of P.O. Box 220, Golden, Adams County, Illinois,

hereinafter referred to as VENDOR, who does by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors unto:

W. T. LANGLEY and MARY ANN GRIMES LANGLEY, married to and living with each other, the said W. T. LANGLEY appearing herein Individually and as Agent and Attorney-in-Fact for MARY ANN GRIMES LANGLEY as per Power of Attorney dated Dec. 16, 1980, which is attached hereto and made a part hereof, residents of Blytheville, ARK,

hereinafter referred to as VENDEES accepting and purchasing for

itself, its successors and assigns and acknowledging due delivery and possession of the following described property, to-wit:

(SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND SIGNED FOR IDENTIFICATION BY THE PARTIES NAMED ABOVE, THE SAME BEING MADE A PART HEREOF AS FULLY AND TO THE SAME EXTENT AS IF WHOLLY WRITTEN OUT HEREIN.)

The herein conveyed property is not the family home of any of the parties hereto.

Vendor herein does not warrant title to oil, gas and mineral rights herein conveyed. However, Vendor reserves one-half (½) of any oil, gas and other mineral rights it may own in, on or under the tracts of land herein conveyed and Vendor conveys to Vendees one-half (½) of any oil, gas and other mineral rights it may own in, on or under said tracts of land herein conveyed.

TO HAVE AND TO HOLD the said property unto the said Vendees, W. T. LANGLEY and MARY ANN GRIMES LANGLEY, their heirs and assigns forever.

This sale is made and accepted for and in consideration of ONE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS, cash, which said Vendees have well and truly paid to the Vendor, who hereby acknowledges receipt thereof and grants full acquittance and discharge therefor.

The certificate of mortgages is hereby waived and taxes for 1980 are to be paid by Vendor.

Should any clause or provision of this Cash Deed be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument but the balance of the provisions hereof shall remain in full force and effect.

THIS DONE AND SIGNED at Bunkie, Avoyelles Parish, LA on this the 19th day of December, 1980, in the presence of me, the undersigned Notary Public, and in the presence of the two undersigned competent witnesses after due reading of the whole.

WITNESSES:

/s/ Barbara J. Mix

/s/ Gail Riche Juneau

LEENERTS FARMS, INC.,
VENDOR

BY: /s/ Roger L. Leenerts
ROGER L. LEENERTS, President

/s/ W. T. Langley

W. T. LANGLEY, VENDEE

MARY ANN GRIMES LANGLEY, VENDEE

BY: /s/ W. T. Langley

W. T. LANGLEY, AGENT AND ATTORNEY-IN-FACT

/s/ Linda W. Meeker

-NOTARY PUBLIC-

My commission expires at death.

STATE OF LOUISIAINA
PARISH OF POINTE COUPEE

I HEREBY certify that the foregoing is a true and correct copy of the original as the same appears on record in my office in Conveyence Book 199 Entry No. 21, Mortgage Book _____ Entry No. _____, filed Dec. 23, 1980.

Given under my hand and seal of office this the 24th, Dec. A.D., 1980.

/s/ Geraldine Smith, Dy.

Clerk and Recorder

EXHIBIT "A"

TRACT I.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of LA, being more fully described as follows, to-wit:

All of Sections 16, 17, 18, 19, 20 and 21, T4S, R7E, lying West of the center line of the dredged drainage canal running through said sections and East of the top of the bank of the Atchafalaya River, SAVE AND EXCEPT: 8.27 acres owned now or formerly by Transcontinental Gas Pipe Line Corporation in the Western portions of Sections 17, 18 and 19;

All of Sections 22 and 23, T4S, R7E, lying East of the top bank of the Atchafalaya River, SAVE AND EXCEPT: 20 acres owned now or formerly by Eddie Vignes in the Western portion of Sec. 23, and a one hundred (100')

foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections;

All of Sections 24 and 25, T4S, R7E, lying East of the top of the bank of the Atchafalaya River and West of the lands in the Eastern portion of Sections 24 and 25 owned now or formerly by Sampson C. Smith, SAVE AND EXCEPT: a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections, and the Village of Red Cross, LA, in the Western portion of Section 25;

Two certain lots or parcels of ground, situated in that subdivision in Sec. 25, T4S, R7E, known as RED CROSS and designated as LOTS TWENTY-TWO (22) and TWENTY-THREE (23) on the official map of said subdivision recorded under Entry Number 27710, Conveyance Records of Pointe Coupee Parish, LA each of said lots fronting fifty (50') feet on Kuhlman Street by the depth of 148.5 feet between parallel lines.

TRACT II.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of LA, being more fully described as follows, to-wit:

All of the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, SAVE AND EXCEPT: (1) 2.06 acres also known as Lot 3 owned now or formerly by Emile Carmouche on LA Hwy. #10 in the Western portion of said half sections and (2) that portion of the southern ½ of the north ½ of Section 42 lying south of LA Hwy. #10 containing 44.38 acres, more or less;

All of South ½ of Section 80, T4S, R8E.

Tract I and Tract II are a portion of the property acquired by Morrison Grain Company, Inc. and Morrison-Quirk Grain Corporation from Louisiana National Bank of Baton Rouge, Robert N. Crews et al, Frank Gilbert Honneycutt et ux and Violet Kuhlmann Borne et al by acts of record in COB 60, Entry No. 501; COB 61, Entry No. 188, COB 61, Entry No. 119 and COB 61, Entry No. 94, respectively; and being part of the same property acquired by BARTON by act of record in COB 62, Entry No. 43; and being part of the same property acquired by ROGERS by act of record in COB 118, Entry No. 32 all of the official records of Pointe Coupee Parish, LA.

The total acreage included in the tracts of land above described being 1628.4 acre.

All is in accordance with a map prepared by Toxie Craft, C. E. dated Aug. 31, 1967, entitled "Map Showing the survey of the John Barton Property

being portions of Sections 16 through 25, T4S, R7E, LESS the 20 + acre Vignes Tract, Sections 30 through 34, T4S, R7E, the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, LESS 2.06 acres in Lot 3 for Carmouche, and the South ½ of Section 80, T4S, R8E, all lying in Pointe Coupee Parish, LA, for John W. Barton'' recorded with an act of mortgage in MOB 69, Entry No. 56, of the Records of Pointe Coupee Parish, LA on Feb. 16, 1968, said property being located in Sections 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 41 and 42, T4S, R7E, and Section 80, T4S, R8E, Pointe Coupee Parish, LA.

TRACT I IS SUBJECT TO THE FOLLOWING:

1) Right-of-way from C. C. Crews to Pointe Coupee Parish (Electric Cooperative) dated Sept. 3, 1938, filed Jan 26, 1939, in COB 0 # 383 of the official records of Pointe Coupee Parish, LA;
2) Easement from Violet K. Borne et al to USA dated June 22, 1939, filed June 26, 1939, in COB 5, # 516 of the official records of Pointe Coupee Parish, LA;
3) Flowage Easement from Frank W. Schultz to U.S. of America dated Sept. 2, 1939, filed Sept. 6, 1939, in COB D # 1149, records of Pointe Coupee Parish, LA;
4) Easement from Charles C. Crews to U.S. of America dated Dec. 21, 1939, filed Dec. 30, 1939, in COB P # 2056 of the official records of Pointe Coupee Parish, LA;
5) Flowage Easement from Frank G. Honeycutt to U.S. of America dated Feb. 9, 1940, filed April 12, 1940, in COB Q # 1328 of the official records of Pointe Coupee Parish, LA;
6) Flowage Easement from Dr. Charles C. Crews to U.S. of America dated Aug. 10, 1940 filed Sept. 7, 1940, in COB Q # 2816 of the official records of Pointe Coupee Parish, LA;
7) Quit Claim from Violet K. Borne to Pointe Coupee Parish School Board granting right of School Board to remove its school building dated Aug. 28, 1940, filed Oct. 9, 1940, in COB Q # 3113 of the official records of Pointe Coupee Parish, LA;
8) Flowage Easement from Charles C. Crews and Sally Fisher to U.S. of America dated and filed Nov. 18, 1940, in COB Q # 12 of the official records of Pointe Coupee Parish, LA;
9) Right-of-way from Dr. Carroll K. Crews to Transcontinental Gas Pipeline Corp. dated Feb. 28, 1949, filed March 24, 1949, in COB 23 # 474 of the official records of Pointe Coupee Parish, LA;
10) Servitude Agreement by and between John W. Barton and Gulf States Utilities dated Feb. 8, 1967, filed Feb. 13, 1967, in COB 68 # 15 of the official records of Pointe Coupee Parish, LA;
11) Reservation of all outstanding minerals by John W. Barton in that certain

Act of Exchange with Assumption of Mortgage by and between John W. Barton and Kenneth Rogers et al dated Aug. 1, 1974, filed Aug. 7, 1974, in COB 118 # 32 of the official records of Pointe Coupee Parish, LA;
12) Oil, gas and mineral lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan. 14, 1977, filed Feb. 2, 1977, in COB 138 # 102 of the official records of Pointe Coupee Parish, LA;
13) Oil, gas and mineral lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan. 14, 1977, filed Feb. 2, 1977, in COB 138 # 422 of the official records of Pointe Coupee Parish, LA;
14) Mineral Reservation of 2/3rds of all minerals by Kenneth R. Rogers et al in that certain Act of Cash Sale with Assumption of Mortgage and Vendor's Lien from Kenneth R. Rogers et al to Leenerts Farms, Inc. dated May 25, 1978, filed May 30, 1978, in COB 153 # 253 of the official records of Pointe Coupee Parish, LA;
15) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 295 of the official records of Pointe Coupee Parish, LA;
16) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 #296 of the official records of Pointe Coupee Parish, LA;
17) Assignment of all of assignor's mineral interest in property warranted not to be less than 1/4 of LNB Tract; 1/12 of Borne Tract, 1/6 of Honeycutt Tract and 0 of Crews Tract from Leenerts Farms, Inc. to Don I. Williams filed Aug. 6, 1980; in COB 190 # 76 of the official records of Pointe Coupee Parish, LA;

TRACT II IS SUBJECT TO THE FOLLOWING:

1) Right-of-way from Louisiana Realty Co. to the U.S. of America dated Oct. 23, 1940, recorded in COB Q # 638 of the official records of Pointe Coupee Parish, LA;
2) Right-of-way from Louisiana National Bank to Interstate Oil Pipeline Co. dated Feb. 24, 1953, filed March 24, 1953, in COB 36 # 77 of the official records of Pointe Coupee Parish, LA;
3) Servitude Agreement by and between John W. Barton and Gulf States Utilities dated Nov. 22, 1965, filed March 18, 1966, in COB 64 # 56 of the official records of Pointe Coupee Parish, LA;
4) Reservation of all outstanding minerals by John W. Barton in that certain Act of Exchange by and between John W. Barton and Kenneth Rogers et al

dated Aug. 1, 1974, filed Aug. 7, 1974, in COB 118 # 32 of the official records of Pointe Coupee Parish, LA;

5) Oil, Gas and Mineral Lease from John W. Barton et al to Joseph C. McCormick for a term of five (5) years dated Aug. 20, 1976, filed Sept. 13, 1976, in COB 134, # 242 of the official records of Pointe Coupee Parish, LA;

6) Ratification of Oil, Gas and Mineral Lease from Kenneth R. Rogers et al to Dalco Oil Co. dated Aug. 23, 1976, filed Sept. 16, 1976, in COB 134 # 15 of the official records of Pointe Coupee Parish, LA;

7) Oil, Gas and Mineral Lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan 14, 1977, filed Feb. 2, 1977, in COB 138, # 102 of the official records of Pointe Coupee Parish, LA;

8) Oil, Gas and Mineral Lease from John W. Barton et al to Joseph J. McCormick for a term of five (5) years dated Jan 14, 1977, filed Feb. 2, 1977, in COB 138, # 422 of the official records of Pointe Coupee Parish, LA;

9) Mineral Reservation of 2/3rds of all minerals by Kenneth R. Rogers et al in that certian Act of Cash Sale with Assumption of Mortgage and Vendor's Lien from Kenneth R. Rogers et al to Leenerts Farms, Inc. dated May 25, 1978, filed May 30, 1978, in COB 153, # 253 of the official records of Pointe Coupee Parish, LA;

10) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 295 of the official records of Pointe Coupee Parish, LA;

11) Agreement amending payment of delay rentals by and among Kenneth R. Rogers et al and Leenerts Farms, Inc. and Chevron, Inc. dated May 7, 1979, filed June 28, 1979, in COB 167 # 296 of the official records of Pointe Coupee Parish, LA;

12) Assignment of all of assignor's mineral interest in property warranted not to be less than 1/4 of LNB Tract, 1/12 of Borne Tract, 1/6 of Honeycutt Tract and 0 of Crews Tract from Leenerts Farms, Inc. to Don I. Williams filed Aug. 6, 1980 in COB 190 # 76 of the official records of Pointe Coupee Parish, LA;

RESOLUTIONS OF THE BOARD OF DIRECTORS OF LEENERTS FARMS, INC.

At a special called meeting of the Board of Directors of LEENERTS FARMS, INC. held at its principal place of business in Golden, Adams County, Illinois, on the 3rd day of October, 1980, subsequent to due notice, every member being present and each member having waived notice of

time, date, place and purpose of said Board of Directors' meeting, upon motions duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED: That LEENERTS FARMS, INC. sell unto W. T. LANGLEY and MARY ANN GRIMES LANGLEY by Cash Deed certain immovable property as described in the copy of the Cash Deed which is made a part of these resolutions under the terms, provisions and conditions contained therein.

FURTHER RESOLVED: That ROGER L. LEENERTS, President of LEENERTS FARMS, INC. be and he is hereby authorized and empowered to sign and execute for and on behalf of the corporation any and all acts necessary to carry out the intent and purpose of the hereinabove set forth resolutions for and on behalf of the corporation.

/s/ J. L. Leenerts

SECRETARY

NO. _____

W. T. LANGLEY and
MARY ANN GRIMES LANGLEY
Mortgagor

TO: PLANTERS TRUST &
SAVINGS BANK
Mortgagee

Filed _____

_____
Deputy Clerk

COLLATERAL MORTGAGE
STATE OF LOUISIANA
PARISH OF AVOYELLES

On this 19th day of December, 1980, before me, a Notary Public for the Parish of Avoyelles, Louisiana, and in the presence of the subscribing witnesses, personally appeared:

W. T. LANGLEY and MARY ANN GRIMES LANGLEY, married to and living with each other, the said W. T. Langley appearing herein Individually and as Agent and Attorney-in-Fact for MARY ANN GRIMES LANGLEY as per Power of Attorney dated December 16, 1980, which is attached hereto and made a part hereof,

herein called MORTGAGOR, whether one or more, residents of and domiciled in Blytheville, Arkansas whose permanent mailing address is declared to be P. O. Box 581 Blytheville, Arkansas 72135 who declared that MORTGAGOR is justly and truly indebted unto:

PLANTERS TRUST & SAVINGS BANK, a LA banking corporation domiciled in Opelousas, LA, herein represented by its Vice-President, WALTER C. CORBELLO, duly authorized to act herein,

herein called MORTGAGEE, domiciled in Opelousas, LA, whose permanent mailing address is declared to be Opelousas, LA in the sum of FIVE HUNDRED THOUSAND AND NO/100---- DOLLARS. To represent this debt, mortgagor has subscribed their one promissory note dated this day, payable to the order of PLANTERS TRUST & SAVINGS BANK, Opelousas, LA, in the sum of $500,000.00 (This includes interest at the rate of 0% per annum from date to demand) with interest at the rate of 12% per annum from date until paid, or until one year after due date whichever first occurs, payable ON DEMAND.

The note paraphed for identification with this act further provides that, if it should be placed in the hands of an attorney for collection,

by suit or otherwise, the marker will pay attorney's fees fixed at 25% of the amount due or in suit.

The note was paraphed "Ne varietur" by me, Notary, for identification herewith, and MORTGAGEE acknowledges its receipts and accepts this mortgage.

In order to secure the full payment of this indebtedness in principal and interest, together with all costs, including attorney's fees, MORTGAGOR specially mortgages unto MORTGAGEE and such person or persons who may eventually be the holder or holders of the note, the following described property:

(SEE EXHIBIT "A" CONSISTING OF ONE PAGE WHICH IS ATTACHED HERETO AND SIGNED FOR IDENTIFICATION HEREWITH, THE SAME BEING MADE A PART HEREOF AS FULLY AND TO THE SAME EXTENT AS IF WHOLLY WRITTEN OUT HEREIN.)

The mortgagors declare that the note herein described and this mortgage securing it are not given or issued in evidence of any specific debt, but are intended and shall be used as collateral to secure payment of any indebtedness now existing or hereafter to arise on the part of the mortgagor, or any of them, to secure which the within described note may at any time be pledged to the PLANTERS TRUST & SAVINGS BANK, Opelousas, LA, and any one of said mortgagors is specifically authorized to pledge said mortgage note to secure such indebtedness.

Default on this obligation immediately matures this obligation and all other obligations of makers herein then possessed by holder of this obligation; default on any other obligations of makers herein then possessed by holder of this obligation immediately matures this obligation.

Default on any installment accelerates and matures this entire obligation.

Default on this obligation accelerates and matures all presently existing notes of makers and any notes executed in the future by makers held by the holder of this note at the time of said default.

Each signature binds signer individually and as agent of the marriage community, thus obligating both separate and community assets of signer.

Should any clause or provision of this collateral mortgage be invalid

or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

The property shall remain mortgaged until the full payment of the note. It shall not be sold, alienated, or encumbered to the MORTGAGEE'S prejudice. If the debt, or any part of it, is not punctually paid at its maturity, and according to its tenor, it shall be lawful for the property mortgaged to be seized and sold under executory or other legal process issued by any court of competent jurisdiction, with or without appraisement, to the highest bidder, payable cash; MORTGAGOR hereby expressly dispenses with appraisement and confesses judgement in favor of any holder of the note, for its full amount with interest, and costs, including attorney's fees and all other amounts secured hereby.

MORTGAGOR shall pay all taxes assessed and all liens which may be asserted by any governmental authorities against the property before they become delinquent, and keep the building and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage form in an amount equal to the unpaid balance on the note, unless otherwise noted herein, in solvent insurance companies, and shall deliver the policies and renewals of such insurance to the holder of the note. If MORTGAGOR fails to do so, the holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be affected at MORTGAGOR'S expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due, and all sums expended in paying taxes, liens, fees or insurance shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement, and be further secured by this mortgage to the additional amount of fifteen (15%) per cent of the original amount of the note, in any calendar year.

If MORTGAGOR shall become insolvent, or be adjudged a bankrupt, or proceedings be taken against MORTGAGOR looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case MORTGAGOR shall fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or the taxes, promptly when due, or in effect and keep in

force insurance, or to transfer and deliver the policies, as herein provided, then, in any such event, all the indebtedness shall ipso factor, and without any demand or putting in default, become immediately due and exigible.

All parties signing the within instrument have declared themselves to be of full legal capacity.

Both the MORTGAGOR and MORTGAGOR'S spouse declared that they do expressly waive and renounce in favor of the holder of the note any homestead exemption or claim thereto, under the Constitution and laws of this State with respect to the property being mortgaged. The word "NOTE" as used above includes the several notes, if more than one is transferred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees, and costs.

All the agreements and stipulations herein contained and all the obligations herein assumed, shall insure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties.

Done and signed by the parties at my office in Avoyelles Parish, Louisiana, on the date first above written in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

/s/ Gail Riche Juneau

/s/ Barbara J. Mix

/s/ W. T. LANGLEY

W. T. LANGLEY

MARY ANN GRIMES LANGLEY

BY: /s/ W. T. Langley

W. T. LANGLEY, AGENT AND ATTORNEY-IN-FACT

PLANTERS TRUST & SAVINGS BANK

BY: /s/ Walter C. Corbello

WALTER C. CORBELLO, VICE-PRESIDENT

/s/ Linda D. Meeker

Notary Public

EXHIBIT "A"

TRACT I.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of LA, being more fully described as follows, to-wit:

All of Sections 16, 17, 18, 19, 20 and 21, T4S, R7E, lying West of the center line of the dredged drainage canal running through said sections and East of the top of the bank of the Atchafalaya River, SAVE AND EXCEPT: 8.27 acres owned now or formerly by Transcontinental Gas Pipe Line Corporation in the Western portions of Sections 17, 18 and 19;

All of Sections 22 and 23, T4S, R7E, lying East of the top bank of the Atchafalaya River, SAVE AND EXCEPT: 20 acres owned now or formerly by Eddie Vignes in the Western portion of Sec. 23, and a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections;

All of Sections 24 and 25, T4S, R7E, lying East of the top of the bank of the Atchafalaya River and West of the lands in the Eastern portion of Sections 24 and 25 owned now or formerly by Sampson C. Smith, SAVE AND EXCEPT: a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections, and the Village of Red Cross, LA, in the Western portion of Section 25;

Two certain lots or parcels of ground, situated in that subdivision in Sec. 25, T4S, R7E, known as RED CROSS and designated as LOTS TWENTY-TWO (22) and TWENTY-THREE (23) on the official map of said subdivision recorded under Entry Number 27710, Conveyance Records of Pointe Coupee Parish, LA, each of said lots fronting fifty (50') feet on Kuhlman Street by the depth of 148.5 feet between parallel lines.

TRACT II.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of

LA, being more fully described as follows, to-wit:

All of the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, SAVE AND EXCEPT: (1) 2.06 acres also known as Lot 3 owned now or formerly by Emile Carmouche on LA Hwy. #10 in the Western portion of said half sections and (2) that portion of the southern ½ of the north ½ of Section 42 lying south of LA Hwy. #10 containing 44.38 acres, more or less;

All of South ½ of Section 80, T4S, R8E.

Tract I and Tract II are a portion of the property acquired by Morrison Grain Company, Inc. and Morrison-Quirk Grain Corporation from Louisiana National Bank of Baton Rouge, Robert N. Crews et al, Frank Gilbert Honneycutt et ux and Violet Kuhlmann Borne et al by acts of record in COB 60, Entry No. 501; COB 61, Entry No. 188, COB 61, Entry No. 119 and COB 61, Entry No. 94, respectively; and being part of the same property acquired by BARTON by act of record in COB 62, Entry No. 43; and being part of the same property acquired by ROGERS by act of record in COB 118, Entry No. 32 all of the official records of Pointe Coupee Parish, LA.

The total acreage included in the tracts of land above described being 1628.4 acre.

All is in accordance with a map prepared by Toxie Craft, C. E. dated Aug. 31, 1967, entitled "Map Showing the survey of the John Barton Property being portions of Sections 16 through 25, T4S, R7E, LESS the 20+ acre Vignes Tract, Sections 30 through 34, T4S, R7E, the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, LESS 2.06 acres in Lot 3 for Carmouche, and the South ½ of Section 80, T4S, R8E, all lying in Pointe Coupee Parish, LA, for John W. Barton" recorded with an act of mortgage in MOB 69, Entry No. 56, of the Records of Pointe Coupee Parish, LA on Feb. 16, 1968, said property being located in Sections 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 41 and 42, T4S, R7E, and Section 80, T4S, R8E; Pointe Coupee Parish, LA.

SIGNED FOR IDENTIFICATION:

/s/ W. T. Langley

W. T. LANGLEY
MARY ANN GRIMES LANGLEY
BY: /s/ W. T. Langley
W. T. LANGLEY, AGENT AND
ATTORNEY-IN-FACT

PLANTERS TRUST &
SAVINGS BANK

BY: /s/ Walter C. Corbello
WALTER C. CORBELLO,
VICE-PRESIDENT

POWER OF ATTORNEY

STATE OF Arkansas
COUNTY OF Mississippi

BE IT KNOWN, that on this 16th day of December, in the year 1980, before me, Janet Tucker, a Notary Public in and for the County of Mississippi, State of Arkansas, duly commissioned and qualified, personally came and appeared:

Mary Ann Langley

of the full age of majority and a resident of the County of Mississippi State of Arkansas, who declared that she does by those presents constitute and appoint W. T. Langley, a resident of Mississippi County, Arkansas, her true and lawful Agent and Attorney-in-Fact, general and special, giving and by these presents granting unto said Agent and Attorney-in-Fact full power and authority for her and in her name and behalf to mortgage to Planters Trust & Savings Bank, under the terms and conditions as hereinafter set forth, the following described property situated in the Parish of Pointe Coupee, State of Louisiana, to-wit:

(Insert legal description of property)

Said appearer does authorize said Agent and Attorney-in-Fact to execute a Cash Deed as Vendee from Leenerts Farms, Inc. involving the property described in Exhibit "A" attached hereto.

Said appearer does authorize said Agent and Attorney-in-Fact to execute a mortgage on said property in the sum of FIVE HUNDRED THOUSAND AND NO/100----($500,000.00)----DOLLARS, or in any other amount approved by said Bank and to execute the necessary promissory note to the order of Planters Trust & Savings Bank said note and mortgage to provide that the indebtedness is to bear interest at the rate of 12 (____) per cent per annum, said interest to be payable according to the tenor of the said note.

The said Mary Ann Langley does specifically authorize and empower his Agent and Attorney-in-Fact to execute the note and mortgage on the usual form required in such case, it being his express intent and purpose to authorize and empower his Agent and Attorney-

in-Fact to assent to any and all stipulations contained in said mortgage, with the full understanding that said mortgage will contain the pact de non alienando. Said appearer further declares that his Agent and Attorney-in-Fact is especially authorized and empowered to confess judgment in said mortgage; to authorize executory process in the event of default or for any other reason as set out in said mortgage; to authorize the payment of ten (10%) per cent attorneys' fees if the note is placed in the hands of an attorney for collection; to waive appraisement; to waive the three days notice provided by Article 2639 of the Louisiana Code of Civil Procedure, and the three days delay provided by Article 2331; and to waive notice of seizure by the sheriff, and all other notices required by law; to waive any and all homestead rights; to mortgage and hypothecate the above described property until the full and final payment of said note in principal, interest, attorneys' fees, taxes, insurance premiums, costs, and expenses; to accept any and all clauses as are contained in the said act of mortgage above referred to; to endorse any and all checks which may be issued to him individually or together with other parties in connection with said mortgage; to approve the distribution of funds as set out in the loan disbursement statement; to receive and receipt for any surplus funds remaining after the conditions of the loan have been complied with and after all expenses and proper deductions have been paid; to sign and execute in his behalf any required form of application or amended application for loan if necessary; to subscribe for and pledge stock as required by law; to execute any and all papers or documents necessary or incident to the closing of said loan; to receive, sign and acknowledge receipt of all papers and documents required by Regulation Z (12 CFR 226) promulgated by the Board of Governors of the Federal Reserve System pursuant to Title I (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq); particularly the Financial Disclosure Statement and the Notice of the Right of Rescission; to exercise the right of rescission granted by said Act; and generally to do and perform all and every other act, matter, and thing whatsoever, as shall or may be requisite and necessary as fully, amply, and effectually, and to all intents and purposes with the same validity as if all and every such act, matter, or thing were or had been particularly stated, expressed, and especially provided for, or as the said appearer could or might do if personally present, said appearer hereby ratifying and confirming all and whatsoever the said Agent and Attorney-in-Fact

shall lawfully do or cause to be done by virtue of this power of attorney.

Said appearer further declares that said Agent and Attorney-in-Fact is authorized to make proper declaration of her marital status in said acts of mortgage, which proper declaration is as follows:

Married, husband W. T. Langley

THUS DONE AND PASSED AT Blytheville, Mississippi, County, Arkansas, on the day, month and year aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names as such with said appearer and me, Notary, after due reading of the whole.

/s/ Mary Ann Langley

WITNESSES:

/s/ Janet Tucker

/s/ Bix Williams

NOTARY PUBLIC

/s/ Danny (Illegible)

My commission expires: October 27, 1984.

TRACT II:

BORNE, CREWS, HONEYCUTT, AND LNB PROPERTIES: Two (2) certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of Louisiana, being designated on a map made by Toxie Craft, C.E., dated August 31, 1967, entitled "Map Showing the survey of the John Barton Property being portions of Sections 16 through 25, T4S, R7E, Less the 20+ acre Vignes Tract, Sections 30 through 34, T4S, R7E, the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, less 2.06 acres in Lot 3 for Carmouche, and the South ½ of Section 80, T4S, R8E, all lying in Pointe Coupee Parish, Louisiana, for John W. Barton" recorded with an act of mortgage in MOB 69, Entry No. 56, of the Records of Pointe Coupee Parish, Louisiana on February 16, 1968, said property being located in Sec. 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 41 and 42, T4S, R7E, and

Section 80, T4S, R8E, and being more particularly described as follows:

FIRST TRACT:

All of Sections 16, 17, 18, 19, 20 and 21, T4S, R7E, lying West of the center line of the dredged drainage canal running through said sections and East of the top of the bank of the Atchafalaya River, SAVE AND EXCEPT: 8.27 acres owned now or formerly by Transcontinental Gas Pipe Line Corporation in the Western portions of Sections 17, 18 and 19;

All of Sections 22 and 23, T4S, R7E, lying East of the top bank of the Atchafalaya River, SAVE AND EXCEPT: 20 acres owned now or formerly by Eddie Vignes in the Western portion of Sec. 23, and a 100-foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections;

All of Sections 24 and 25, T4S, R7E, lying East of the top of the bank of the Atchafalaya River and West of the lands in the Eastern portion of Sections 24 and 25 owned now or formerly by Sampson C. Smith, SAVE AND EXCEPT: a 100-foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections, and the Village of Red Cross, LA, in the Western portion of Section 25;

Two certain lots or parcels of ground, situated in that subdivision in Sec. 25, T4S, R7E, known as RED CROSS and designated as LOTS TWENTY-TWO (22) and TWENTY-THREE (23) on the official map of said subdivision recorded under Entry Number 27710, Conveyance Records of Pointe Coupee Parish, each of said lots fronting 50 feet on Kuhlman Street by the depth of 148.5 feet between parallel lines.

SECOND TRACT:

All of the South ½ of Section 41 and the North ½ of Section 42, T4S, R7E, SAVE AND EXCEPT: (1) 2.06 acres also known as Lot 3 owned now or formerly by Emile Carmouche on Louisiana Highway #10 in the Western portion of said half sections and (2) that portion of the southern ½ of the north ½ of Section 42 lying south of Louisiana Highway #10 containing 44.38 acres, more or less;

All of South ½ of Section 80, T4S, R8E.

Being a portion of the property acquired by Morrison Grain Company, Inc. and Morrison-Quirk Grain Corporation from Louisiana National Bank of Baton Rouge, Robert N. Crews, et al, Frank Gilbert Honneycutt, et ux and Violet Kuhlmann Borne, et al by acts of record in COB 60, Entry No. 501; COB 61, Entry No. 188, COB 61, Entry No. 119; and COB 61, Entry No. 94, respectively; and being part of the same property acquired by BARTON by act of record in COB 62, Entry No. 43; and being part of the same property acquired by ROGERS by act of record in COB 118, Entry No. 32; all of the official records of the Parish of Pointe Coupee, State of Louisiana.

The total acreage included in the tracts of land above described and herein mortgaged being 1628.4 acres.

Filed Sept. 26 1983

/s/ Shirley Graffia

Dy. Clerk

A True Copy

/s/ Shirley Graffia

Dy. Clerk

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

I hereby certify that the foregoing is a true and correct copy of the ORIGINAL as the same appears on record in my office in Conveyence Book ____
Entry No. ____ , Mortgage Book 130 Entry No. 83
Chattel Mortgage ____ Entry No. ____ , Map Book ____
Map No. ____ Filed 12-23-80 @ 4:30 p.m.
Given under my hand and seal of office this the 19th
Sept. A.D. 1983

/s/ Sharon S. Warr, Dy.

Clerk and Ex-Officio Recorder

PROMISSORY NOTE
NEGOTIABLE PAPER Opelousas, La., March 8, 1982.

Bank No. 104638

For value received, we, the makers, endorsers, guarantors, sureties and all other parties hereto, and each of us, in solido, promise to pay to the order of

Due _____, 19 _____

$ 468,124.41

Planters Trust and Savings Bank

AT ITS BANKING OFFICE IN OPELOUSAS, LOUISIANA 70570

Four Hundred Sixty-eight Thousand One Hundred Twenty-four & 41/100 ---------- DOLLARS

payable in 3 annual installments of $104,164.54 inc. int. Dollars each, and one final installment sufficient to pay the balance due, the first installment being due and payable on the 8 day of March, 1983 and one installment being due and payable on the 8th day of each succeeding year thereafter until all have been paid, together with interest at the rate of *Prime + 2% per cent per annum from Date until paid.

Any failure on the part of the maker or makers to pay any installment of this note, or the interest thereon, promptly when due, shall ipso facto, and without any demand or putting in default, cause this note and each and every installment thereof to become immediately due and exigible.

The makers, endorsers, guarantors and sureties of this note, hereby severally waive presentment for payment, demand, protest and notice of protest and of non-payment and also all pleas of division and discussion, consent to all extensions hereof, and hereby agree and acknowledge that this is and shall be a solidary obligation.

This note and any extension and renewal thereof and any and every debt, liability or obligation, direct or contingent, due or to become due, whether now existing or hereafter arising, by the undersigned, or any of them, to the said PLANTERS TRUST & SAVINGS BANK of Opelousas, La., up to the sum of One Million, One Hundred thirty Thousand, Eight Hundred and Fifty Dollars ($1,130,850.00), are and shall be secured by the pledge of the securities or property listed and described as follows, viz.:

secured by collateral mortgage note dated December 19, 1980, in the amount of $500,000.00 covering 1,628.4 acres, more or less, in Pointe Coupee Parish, La. W. T. Langley (n/w $6,126,845.00)

and any substitution thereof or additions thereto, and all other securities or property or credits that may be in transit to or from said bank by mail or carrier, or that may now or hereafter be held by or left in possession or under control of said bank for any purpose whatsoever by any of the parties hereto, whether said securities or property or credits are held by or under the control of the said bank alone, or with others, or by any other person or corporation for account of said bank, either solely or with others. All parties hereto severally consent and agree that the property herein pledged may be exchanged or surrendered from time to time without notice to, or assent from, any party hereto, and without in any manner releasing or altering their obligations hereunder. In the event that this note is not paid at its maturity or in the event that the makers, endorsers or any party hereto, should fail in business or become insolvent or should apply to be adjudged a bankrupt or proceedings in involuntary bankruptcy be filed against them, or the appointment of a receiver should be filed against them, or any one of them, or application for respite be made, this note and every other debt, liability or obligation, direct or contingent, due by the undersigned, or any of them, to said bank shall immediately become due and payable without demand or notice or putting in default.

In case of non-payment of this note at its maturity, or when otherwise due, as herein provided, or in case of non-payment of any other debt, liability or obligation, direct or contingent, of the undersigned, or any of them, to the said bank, when due or demandable, the said bank or other holder hereof, is hereby irrevocably authorized to sell said securities or property or any part thereof, at public or private sale without recourse to judicial proceedings, and without either demand, appraisement, advertisement or notice of any kind, and, at its option, to become a purchaser at said public or private sale, or to acquire said securities or property, or any part thereof, at their market value, and said bank, or any other holder hereof, is hereby irrevocably authorized to make any transfers or deliveries to the purchaser or purchasers at such public or private sale of any securities or property herein pledged, and to apply the proceeds thereof (1) to the payment of all costs and commissions for selling; (2) to the

payment of this note in principal, interest and attorney's fees, as above stipulated, or to any other debt, liability or obligation, direct or contingent up to the amount hereinabove stated, then due or thereafter to become due to said bank by parties hereto, or any of them.

Should the securities or property herein pledged decline in value or become impaired, the undersigned, and each of them, hereby agree, within twenty-four hours from demand upon the undersigned, or any of them, to furnish and pledge additional securities or properties satisfactory to the holder of this note to cover such decline or impairment; and the failure or refusal of the undersigned, or any of them, to promptly furnish such additional securities or property, when so called for, shall at once mature this note and pledge and every other debt, liability or obligation, direct or contingent, due by the undersigned or any of them, to said bank.

Unless this note be paid at its maturity, or when otherwise due, as herein provided, any money, securities or property on deposit with, in possession or under the control of, or held by said bank for any purpose whatsoever, or in transit to or from said bank by mail or carrier, to the credit or for account of the undersigned, or any of them, may, at the option of the bank, be applied to the payment of this note, or any other debt, liability or obligation, direct or contingent, due or to become due, by the undersigned, or any of them, to the said bank. In the event that this note or any other debt, liability, or obligation, due by the undersigned, or any of them, to said bank, be placed in the hands of an attorney-at-law for collection, attorney's fees hereby fixed at 25 per cent additional on both principal and interest and secured by the pledge hereof shall be due thereon.

All parties hereto do hereby irrevocably authorize and empower said Bank, at any time, to collect and appropriate and apply to the payment and extinguishment hereof, the interest, dividends, or other income accruing and payable on any of the property pledged to secure the payment hereof, and to facilitate such collection, all parties hereto agree that any of said property may be transferred, at said Bank's option, to the name of said Bank, or its nominee, on the books of the Company issuing same.

Said bank may transfer this note and make delivery of the said collateral security or any part thereof to the transferee or transferrees, who shall thereupon have and become vested with all of the rights and powers held and possessed by said bank in respect thereof, and the

said bank shall thereafter be forever relieved and fully discharged of any liability or responsibility in the premises.

Any payments due hereunder may be anticipated before due date without penalty or fee.

P.O. Box 581,
Blytheville, Arkansas 72135
ADDRESS

TELEPHONE NUMBER

/s/ W. T. Langley
W. T. LANGLEY

/s/ Mary Ann Grimes Langley
MARY ANN GRIMES LANGLEY

NLY * Prime based on Planters Bank adjusted weekly

A.P.R.	AGE	A & H	CR. LIFE	EXP. DATE	LN. OFF.
PP +2				3-8-86	AJH

Filed Sept. 26 1983

/s/ Shirley Graffia
Dy. Clerk

A True Copy

/s/ Shirley Graffia
Dy. Clerk

/s/ W. T. Langley

8-16-83
Credit reversal $450.00 for Cashiers Ck. #54500 to Warren D. Rush, Attorney
7-13-83 Credit reversal $50.00 Cashiers Check #55013 issued to Warren Rush.

PLANTERS TRUST AND SAVINGS BANK	*	27TH JUDICIAL DISTRICT COURT
	*	
VERSUS	*	DOCKET NO. 90, 519-B
	*	
W. T. LANGLEY and MARY ANN GRIMES LANGLEY	*	ST. LANDRY PARISH, LOUISIANA

PETITION ON PROMISSORY NOTE

The petition of PLANTERS TRUST AND SAVINGS BANK, a state banking corporation with its principal place of business being located in Opelousas, St. Landry Parish, Louisiana, with respect represents:

I.

Defendants, W. T. LANGLEY and MARY ANN GRIMES LANGLEY, both residents of the full age of majority and domiciled in the County of Mississippi, Arkansas, are justly and truly indebted unto your petitioner jointly, severally and in solido for the following, to-wit:

II.

Promissory Note #104638, dated Opelousas, La., March 8, 1982, in the principal sum of $468,124.41, made payable to Planters Trust and Savings Bank at its banking office in Opelousas, Louisiana 70570, payable in three (3) annual installments of $104,164.54 each, including interest, and one final installment sufficient to pay the balance due, the first installment being due and payable on the 8th day of March, 1983 and one installment being due and payable on the 8th day of each succeeding year thereafter until all have been paid, together with interest to be computed at the rate more fully shown on such promissory note and as amended, said promissory note made and executed by W. T. Langley and Mary Ann Grimes Langley, through her agent and attorney-in-fact, W. T. Langley, as more fully shown by reference to the Power of Attorney dated December 16, 1980, being attached hereto and marked EXHIBIT "D" for identification herewith and made a part hereof by reference as though set forth herein in extenso, said note being attached hereto and marked EXHIBIT "A" for identification herewith and made a part hereof by

reference as though set forth herein in extenso, the principal balance due being $468,624.41, together with interest to September 15, 1983 in the principal sum of $127,476.99, and thereafter the additional sum of interest to be computed at the rate more fully shown on such promissory note and as amended, until the full amount of principal and interest is paid in full, as well as the additional sum of twenty-five (25) per cent as attorney's fees and all costs of this suit, said promissory note being secured by a pledge and assignment of the following collateral security, to-wit:

Collateral Mortgage Note dated Bunkie, La. December 19th, 1980, due ON DEMAND AND PAYABLE TO THE ORDER OF PLANTERS TRUST & SAVINGS BANK, Opelousas, LA., in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00) DOLLARS, bearing interest at the rate of twelve (12%) per cent per annum from date until paid, as well as the additional sum of twenty-five (25%) per cent as attorney's fees and all costs of this suit, said Collateral Mortgage Note being executed by W. T. Langley and Mary Ann Grimes Langley, through her agent and attorney-in-fact, W. T. Langley, as more fully shown by reference to the Power of Attorney dated December 16, 1980, being attached hereto and marked EXHIBIT "D" for identification herewith and made a part hereof by reference as though set forth herein in extenso, the said Collateral Mortgage Note being attached hereto and marked EXHIBIT "B" for identification herewith and made a part hereof by reference as though set forth herein in extenso, in turn being secured by a Collateral Mortgage of even date therewith for the same amount payable at Planters Trust & Savings Bank, a Louisiana banking corporation domiciled in Opelousas, LA., and being recorded in Mortgage Book 130, Entry No. 83, Pointe Coupee Parish Recorder's Office, a certified copy of such Collateral Mortgage being attached hereto and marked EXHIBIT "C" for identification herewith and made a part hereof by reference as though set forth herein in extenso.

II.

That the act of Collateral Mortgage attached hereto as EXHIBIT "C" specially mortgages, affects and hypothecates in favor of the Holder or Holders of the said Exhibit "B", which in turn secures Exhibit "A", the following described property, to-wit:

TRACT I.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of Louisiana, being more fully described as follows, to-wit:

All of Sections 16, 17, 18, 19, 20 and 21, Township 4 South, Range 7 East, lying West of the center line of the dredged drainage canal running through said sections and East of the top of the bank of the Atchafalaya River, SAVE AND EXCEPT: 8.27 acres owned now or formerly by Transcontinental Gas Pipe Line Corporation in the western portions of Sections 17, 18 and 19;

All of Sections 22 and 23, Township 4 South, Range 7 East, lying East of the top bank of the Atchafalaya River, SAVE AND EXCEPT: 20 acres owned now or formerly by Eddie Vignes in the Western portion of Section 23, and a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections;

All of Sections 24 and 25, Township 4 South, Range 7 East, lying East of the top of the bank of the Atchafalaya River and West of the lands in the Eastern portion of Sections 24 and 25 owned now or formerly by Sampson C. Smith, SAVE AND EXCEPT: a one hundred (100') foot strip of ground lying on the East bank of and adjacent to the dredged drainage canal running through said sections, and the Village of Red Cross, Louisiana, in the Eastern portion of Section 25;

Two certain lots or parcels of ground, situated in that subdivision in Section 25, Township 4 South, Range 7 East, known as RED CROSS and designated as LOTS TWENTY-TWO (22) and TWENTY-THREE (23) on the official map of said subdivision recorded under Entry Number 27710, Conveyance Records of Pointe Coupee Parish, Louisiana, each of said lots fronting fifty (50') feet on Kuhlman Street by a depth of 148.5 feet between parallel lines.

TRACT II.

Certain tracts or parcels of ground, together with all buildings and improvements thereon and all rights, ways, servitudes and advantages thereunto belonging or in anywise appertaining, including all alluvion and batture, situated in the Parish of Pointe Coupee, State of Lousiana, being more fully described as follows, to-wit:

All of the South ½ of Section 41 and the North ½ of Section 42, Township 4 South, Range 7 East, SAVE AND EXCEPT (1) 2.06 acres also known as Lot 3 owned now or formerly by Emile Carmouche on Louisiana Highway #10 in the Western portion of said half sections and (2) that portion of the southern ½ of the north ½ of Section 42 lying south of Louisiana Highway #10 containing 44.38 acres, more or less;

All of South ½ of Section 80, Township 4 South, Range 8 East.

Tract I and Tract II are a portion of the property acquired by Morrison Grain Company, Inc. and Morrison-Quirk Grain Corporation from Louisiana National Bank of Baton Rouge, Robert N. Crews, et al, Frank Gilbert Honneycutt, et ux and Violet Kulhmann Borne, et al, by acts of record in COB 60, Entry No. 501; COB 61, Entry No. 188, COB 61, Entry No. 119 and COB 61, Entry No. 94, respectively; and being part of the same property acquired by BARTON by act of record in COB 62, Entry No. 43; and being part of the same property acquired by ROGERS by act of record in COB 118, Entry No. 32 all of the official records of Pointe Coupee Parish, Louisiana.

The total acreage included in the tracts of land above described being 1628.4 acres.

All as in accordance with a map prepared by Toxie Craft, C. E. dated August 31, 1967, entitled "Map Showing the survey of the John Barton Property being portions of Section 16 trhough 25, Township 4 South, Range 7 East, LESS the 20+ acre Vignes Tract, Sections 30 through 34, Township 4 South, Range 7 East, the South ½ of Section 41 and the North ½ of Section 42, Township 4 South, Range 7 East, LESS 2.06 acres in Lot 3 for Carmouche, and the south ½ of Section 80, Township 4 South, Range 8 East, all lying in Pointe Coupee Parish, Louisiana, for John W. Barton" recorded with an act of

mortgage in MOB 69, Entry No. 56, of the Records of Pointe Coupee Parish, Louisiana, on February 16, 1968, said property being located in Sections 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 41 and 42, Township 4 South, Range 7 East, and Section 80, Township 4 South, Range 8 East, Pointe Coupee Parish, Louisiana.

III.

Petitioner further alleges that the said promissory note marked EXHIBIT "A" further provides that any failure on the part of the maker or makers to pay any installment thereof, or the interest thereon, promptly when due, shall ipso facto, and without any demand or putting in default, cause said note and each and every installment thereof to become immediately due and exigible and putting in default specially waived; that because of the non-payment of such promissory note marked Exhibit "A" in accordance with its tenor your petitioner elects to mature same including principal, interest, attorney's fees and all costs whatsoever and is entitled to judgment against defendants for the full amount of principal, interest, attorney's fees and all costs whatsoever, jointly, severally, and in solido on the aforesaid promissory note and in addition, that the Collateral Mortgage attached hereto as Exhibit "C" and recorded in Mortgage Book 130, Entry No. 83, Pointe Coupee Parish Recorder's Office, held by petitioner on the immovable properties described in Paragraph II hereinabove, be recognized by this Honorable Court as securing the full amount of petitioner's claim herein in the final judgment to be rendered by this Honorable Court, and that such immovable properties be ordered sold at public sale in accordance with law and that the proceeds from such sale be paid unto petitioner with preference and priority over all persons whomsoever up to the full amount of petitioner's claims herein, including principal, interest, attorney's fees and costs whatsoever.

IV.

That defendants are domiciled in the County of Mississippi, Arkansas; however, the transaction made the subject of this suit is a Louisiana transaction and defendant, W. T. LANGLEY, Individually and as agent and attorney-in-fact for defendant, MARY ANN GRIMES LANGLEY, was physically present in the State of Louisiana, negotiating such transaction, and accordingly, this Hon-

orable Court has jurisdiction over defendants pursuant to the Louisiana Long-Arm Statute, i.e. L.R.S. 13:3201.

Petitioner further avers that it is entitled to obtain from the Clerk of Court two certified copies of this petition for service on defendants pursuant to L.R.S. 13:3201 and 13:3203 as required by law.

WHEREFORE, premises considered, petitioner, PLANTERS TRUST AND SAVINGS BANK, prays that two certified copies of this petition be furnished to petitioner for use in serving defendants pursuant, to L.R.S. 13:3201; that after service of process with citation as required by law and all legal delays and due proceedings had, that judgment be rendered in favor of petitioner, PLANTERS TRUST AND SAVINGS BANK, and against defendants, W. T. LANGLEY and MARY ANN GRIMES LANGLEY, jointly, severally and in solido, in the principal sum of FOUR HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED TWENTY-FOUR and 41/100 ($468,624.41) DOLLARS, together with interest to September 15, 1983 in the sum of ONE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-SIX AND 99/100 ($127,476.99) DOLLARS, and thereafter the additional sum of interest to be computed at the rate more fully shown on such promissory note and as amended, together with twenty-five (25%) per cent on the principal and interest as attorney's fees, and all costs whatsoever, and further, that the Collateral Mortgage attached hereto as Exhibit "C" and recorded in Mortgage Book 130, Entry No. 83, Pointe Coupee Parish Recorder's Office, held by petitioner on the immovable properties described in Paragraph II hereinabove, be recognized by this Honorable Court as securing the full amount of petitioner's claim herein in the final judgment to be rendered by this Honorable Court, and that such immovable properties be ordered sold at public sale in accordance with law and that the proceeds from such sale be paid unto petitioner with preference and priority over all persons whomsoever up to the full amount of petitioner's claims herein, including principal, interest, attorney's fees and costs whatsoever.

PETITIONER FURTHER PRAYS for all general and equitable relief.

Filed Sept. 26, 1983

/s/ Shirley Graffia
Dy. Clerk

/s/ Warren D. Rush
WARREN D. RUSH
Post Office Box 53713 OCS
Lafayette, Louisiana 70505
ATTORNEY FOR PETITIONER

A True Copy
Shirley Graffia
Dy. Clerk

PLANTERS TRUST AND SAVINGS BANK	*	27TH JUDICIAL DISTRICT COURT
	*	
VERSUS	*	DOCKET NO. 90, 519-B
	*	
W. T. LANGLEY and MARY ANN GRIMES LANGLEY	*	ST. LANDRY PARISH, LOUISIANA

ORDER

LET defendants herein, W. T. LANGLEY and MARY ANN GRIMES LANGLEY, be served with a certified copy of the Petition on Promissory Note, with citation, pursuant to L.R.S. 13:3201, et seq.

Opelousas, Louisiana, this 26 day of September, 1983.

s/ Joseph A. LaHaye
JUDGE

Filed: Sept. 26, 1983

Shirley Graffia

A True Copy

Dy. Clerk

CV84-0557
SEC L

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

W. T. LANGLEY and MARY ANN GRIMES LANGLEY

VERSUS

PLANTERS TRUST AND SAVINGS BANK OF OPELOUSAS, LOUISIANA, ROY E. CAUGHFIELD, and ELMER LANDRY

CIVIL ACTION NO. 83-1110

SECTION B

(JURY TRIAL DEMANDED)

COMPLAINT

COUNT ONE

The plaintiffs bring this Complaint against the defendants, and for their claim, respectfully show:

1.

Plaintiffs are residents of the full age of majority and are domiciled in the State of Arkansas.

2.

Planters Trust & Savings Bank of Opelousas, Louisiana, is a banking association organized and existing under the laws of Louisiana, and having its principal place of business in the Parish of St. Landry, Louisiana.

3.

Roy E. Caughfield is a resident of the State of Louisiana, and is domiciled in the Parish of St. Landry, Louisiana.

4.

Elmer Landry is a resident of the State of Louisiana, and is domiciled in the Parish of St. Landry, Louisiana.

5.

The amount in controversy, exclusive of interest and costs, exceeds TEN THOUSAND and NO/100 ($10,000.00) DOLLARS.

6.

Jurisdiction of this Court is based upon 28 U.S.C. 1331 and 28 U.S.C. 1332(a)(1).

7

On December 19, 1980, plaintiffs purchased from Leenerts Farms, Inc. certain property situated in Sections 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Township 4 South, Range 7 East, and in Sections 41, 42 and 80, Township 4 South, Range 8 East, Pointe Coupee Parish, Louisiana, purportedly totaling 1628.4 acres, all as more particularly described in an Act of Sale which is recorded in Conveyance Book 199, Entry No. 21, of the Official Records of Pointe Coupee Parish.

8.

The sales price which the plaintiffs agreed to pay for the property was ONE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND and NO/100 ($1,635,000.00) DOLLARS.

9.

In connection with the purchase described above, plaintiffs executed a promissory note in the original principal amount of ONE MILLION THREE HUNDRED FIFTY THOUSAND ($1,350,000.00) DOLLARS, payable to the order of The Federal Land Bank of New Orleans, bearing interest at the rate described therein and payable in equal installments, which note was secured by a mortgage in favor of The Federal Land Bank of New Orleans, of even date therewith, covering and affecting the property hereinabove described. This mortgage is recorded in MOB 130, Entry No. 82, of the Official Records of Pointe Coupee Parish, Louisiana.

10.

In connection with the purchase of the property, plaintiffs also executed one certain collateral mortgage note payable to the order of Planters Trust & Savings Bank, Opelousas, Louisiana, in the original

principal amount of FIVE HUNDRED THOUSAND and NO/100 ($500,000.00) DOLLARS, which provides for no interest from date of execution until demand, and then bearing interest at the rate of twelve (12%) percent per annum from date until paid, or until one year after due date, whichever first occurs, which note was payable on demand. This note was secured by one certain collateral mortgage of even date therewith executed by the plaintiffs and covering and affecting the property described in Paragraph 7 hereinabove.

11.

In connection with the collateral mortgage note and mortgage described in the foregoing paragraphs, from time to time, plaintiffs have executed various "hand notes" evidencing the actual indebtedness of the plaintiffs to Planters Trust & Savings Bank. The actual debt which the above described collateral mortgage now secures is evidenced by that certain "hand note" dated March 8, 1982, in the principal amount of FOUR HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED SIXTY-FOUR and 54/100 ($468,164.54) DOLLARS, purporting to bear interest at the rate of Planters Trust & Savings Bank's prime rate of interest plus two (2%) percent, from date until paid.

12.

The property was purchased in accordance with the terms and conditions of a purchase agreement between plaintiffs and Leenerts Farms, Inc. executed on October 3, 1980, which, in addition to other terms and conditions, provided that plaintiffs would be conveyed a one-half (½) interest in and to all mineral rights in the property owned by Leenerts, which had been previously represented as approximately 400 mineral acres as more particularized hereinbelow.

13.

Elmer Landry and Roy E. Caughfield, the latter, both individually and on behalf of Planters Trust & Savings Bank, made certain representations which led plaintiffs to believe that the mineral rights which were to be acquired by plaintiffs in connection with their purchase of the property were the rights of the landowner, Leenerts Farms, Inc.

14.

In truth and in fact, subsequent examination of the Conveyance Records of the Clerk and Recorder for the Parish of Pointe Coupee reveals that prior to execution of the purchase agreement described in Paragraph 12, Leenerts Farms, Inc. had conveyed all of its interest in the mineral rights in and to the property to Don I. Williams and Margaret Randolph Williams, a transaction totally unknown to and concealed from plaintiffs by defendants, Landry and Caughfield, the latter acting both individually and for and on behalf of Planters Trust & Savings Bank.

15.

On the date of the execution of the purchase agreement, Leenerts Farms, Inc. owned no mineral rights in and to the property described hereinabove, all of Leenerts' right, title and interest in same having been conveyed to Don I. Williams and Margaret Randolph Williams by Mineral Deed dated August 6, 1980, recorded in COB 109, Entry No. 22, of the Official Records of Pointe Coupee Parisn, Louisiana.

16.

On December 19, 1980, in purported compliance with the terms of the purchase agreement of October 3, 1980 with Leenerts Farms, Inc., plaintiffs were granted by Mineral Deed from Don I. Williams and Margaret Randolph Williams, "an undivided one-fourth (¼th) right, title and interest transferred to grantor herein by Leenerts Farms, Inc. in that certain assignment dated August 6, 1980. . .", in and to all of the oil, gas and other minerals in, on and under and that may be produced from the property.

17.

At the time of their purchase, plaintiffs were not aware of the existence of the Mineral Deed from Leenerts Farms, Inc. to Don I. Williams and Margaret Randolph Williams described in Paragraph 15 above, nor were plaintiffs aware of the existence of the Mineral Deed to them described in Paragraph 16 above as they were not parties signatory to this Mineral Deed and representations were made to them by Caughfield and Landry individually, and by Caughfield for and on behalf of Planters Trust & Savings Bank, that certain mineral rights would be transferred to the plaintiffs by Leenerts Farms, Inc. as more particularly detailed herein.

18.

The statements, claims, representations and inducements made by Caughfield and Landry individually, and by Caughfield for and on behalf of Planters Trust & Savings Bank were in some instances incorrect, misleading and fraudulently and knowingly made with the intention of convincing plaintiffs to buy the property without being possessed of all of the facts and information which defendants knew would be necessary for plaintiffs to consider in order to make a reasonable and prudent decision regarding the purchase and the terms and conditions thereof.

19.

Additionally, the defendants fraudulently and knowingly withheld certain facts and information necessary to make certain representations made by the defendants not misleading and without which plaintiffs could not make a reasonable and prudent decision whether or not to buy the Property and upon what terms and conditions.

20.

The facts and information so withheld were peculiarly within the control of defendants, and could not be ascertained by plaintiffs in any way other than by and through defendants.

21.

Plaintiffs purchased the property as a direct and proximate result of these statements, claims, representations, inducements and omissions of the defendant, Planters Trust and Savings Bank, acting by and through its President, Roy E. Caughfield, defendant Caughfield individually, and defendant, Landry, individually.

22.

The plaintiffs were induced to sign the promissory note of March 8, 1982, and all preceding notes described hereinabove as a direct result of the statements, claims, representations, inducements and omissions of the defendants, Caughfield and Landry individually, and Caughfield for and on behalf of Planters Trust & Savings Bank, regarding that which would be conveyed to the plaintiffs, the in rem nature of the loan, the interest rate to be charged and the terms of the loan, as well as other misrepresentations more particularly within the knowledge of the defendants.

23.

The defendants, Landry and Caughfield, the latter individually and for and on behalf of Planters Trust & Savings Bank, represented that no outstanding mineral leases burdened the property when in truth and in fact, there existed an outstanding mineral lease held by Chevron, U.S.A. and, furthermore, the executive rights were held by another third party, John Barton.

24.

When the plaintiffs purchased the property described in Paragraph 7 hereinabove, Pointe Coupee Parish was the scene of feverish leasing activities by various companies, the presence of the outstanding lease in favor of Chevron, U.S.A. on the property depriving the plaintiffs the opportunity to lease their land, and secure a bonus, delay rentals and royalties in excess of that provided for in the lease with Chevron, U.S.A.

25.

In November, 1980, the plaintiffs contracted to sell the property described in Paragraph 7 hereinabove to one June Lowery for a profit of FIVE HUNDRED FIFTY THOUSAND and NO/100 ($550,000.00) DOLLARS, who then refused to consummate the purchase for reasons unknown to the plaintiffs at that time, but upon information and belief, now believed to be the shortage of acreage and mineral rights.

26.

On March 16, 1982, the mineral interests in the property previously owned by Leenerts Farms, Inc. and transferred to Don I. Williams and Margaret Randolph Williams, as more particularly described in Paragraphs 14 and 15 hereinabove, were transferred from Don I. Williams and Margaret Randolph Williams to Roy E. Caughfield, a defendant herein.

27.

The plaintiffs seek declaratory relief herein declaring the promissory notes and mortgage of Planters Trust & Savings Bank unenforceable, null and void for failure or want of cause and error occurring as a result of the fraudulent misrepresentations, induce-

ments and omissions of the defendants or, alternatively, limiting enforcement of the notes and mortgage to the property itself.

COUNT II

28.

The plaintiffs reallege and reaffirm all of the allegations of Paragraphs 1 through 27 hereinabove.

29.

In the event the Court finds that the acts and omissions of defendants complained of herein were not fraudulent, knowing and intentional, alternatively, the plaintiffs aver that the claims, statements, representations, inducements and omissions of Landry and Caughfield individually, and Caughfield for and on behalf of Planters Trust & Savings Bank, were negligently and carelessly made or withheld, and as a direct and proximate result thereof, plaintiffs were induced to make the purchase of the property and sign "hand notes" in favor of Planters Trust & Savings Bank.

30.

Accordingly, the plaintiffs are entitled to the declaratory relief requested in Paragraph 27 hereof.

COUNT III

31.

The plaintiffs reallege and reaffirm all of the allegations of Paragraphs 1 through 30 hereof.

32.

Both alternatively to and in addition to the relief sought in Counts I and II of this Complaint, the plaintiffs seek damages from the defendants herein, Elmer Landry, Roy E. Caughfield and Planters Trust & Savings Bank, in solido, for the following and in the following amounts:

a) Shortage of surface acreage $200,000.00

b) Diminished delay rentals received upon lease of tract due to shortage of mineral acres	125,000.00
c) Bonus payments which could have been secured from lease of property	1,522,000.00
d) Value of mineral rights wrongfully withheld	3,000,000.00
e) Impairment of banking relationships, damage to reputation and loss of creditworthiness	250,000.00
TOTAL	$5,097,000.00

COUNT IV

33.

The plaintiffs reallege and reaffirm Paragraphs 1 through 32 hereof.

34.

The solicitation of the plaintiffs and the inducement of them to purchase the property described in Paragraph 7 hereinabove was a part of a scheme to rescue Planters Trust & Savings Bank from loans made to Leenerts Farms, Inc. which were in default, Leenerts Farms, Inc. filing for bankruptcy shortly after the purchase by the plaintiffs, and to generate for the defendants, Landry and Caughfield, certain "fees" and "commissions".

35.

In the furtherance of this scheme, the defendants utilized the United States mails and interstate telephonic communications.

36.

Accordingly, the defendants have engaged in a pattern of racketeering activity as prescribed by 18 U.S.C. 1961, et seq, in that they have repeatedly used the United States mails and other interstate communications to further their fraudulent scheme.

37.

The plaintiffs are entitled to recover treble damages herein, actual damages having been set forth in Paragraph 32 hereinabove, together with reasonable attorney's fees.

WHEREFORE, plaintiffs pray for trial by jury and after all due proceedings be had, that there be judgment herein, declaring the promissory notes and mortgage described hereinabove unenforceable, null and void, or alternatively, limiting enforcement of the notes and mortgages to the property itself, and further, both alternatively and in addition thereto, that there be judgment in favor of the plaintiffs, W. T. Langley and Mary Ann Grimes Langley, and against the defendants, Planters Trust & Savings Bank, Roy E. Caughfield and Elmer Landry, in the full and true sum of FIVE MILLION NINETY-SEVEN THOUSAND ($5,097,000.00) DOLLARS, that the same be trebled, reasonable attorney's fees three times the total, all with legal interest from date of judicial demand until paid, and all costs of these proceedings.

By Attorneys:

McCOLLISTER, McCLEARY & FAZIO
One American Place, Suite 1800
Post Office Box 2706
Baton Rouge, Louisiana 70821
Telephone: 504/387-5961

WILLIAM C. SHOCKEY, T.A.
and CHARLES W. SARTAIN

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

W. T. LANGLEY and MARY ANN GRIMES LANGLEY	CIVIL ACTION NO. 83-1110
	SECTION "B"
VERSUS	
PLANTERS TRUST AND SAVINGS BANK OF OPELOUSAS, LOUISIANA, ROY E. CAUGHFIELD, and ELMER LANDRY	(JURY TRIAL DEMANDED)

AMENDED COMPLAINT

The plaintiffs desire to amend the Complaint previously filed herein in various particulars, as more fully set forth hereinbelow.

COUNT ONE

1.

The plaintiffs desire to amend Paragraph 27 of the Original Complaint to read as follows:

"27.

The plaintiffs seek declaratory relief herein declaring the promissory notes and mortgage to Planters Trust & Savings Bank unenforceable, null and void for failure or want of cause and error occurring as a result of the fraudulent misrepresentations, inducements and omissions of the defendants, and ordering the cancellation of said mortgage described hereinabove from the public records of the Parish of Pointe Coupee or, alternatively, limiting enforcement of the notes and mortgage to the property itself."

2.

The plaintiffs desire to amend the prayer of the Original Complaint to read as follows:

"WHEREFORE, plaintiffs pray for trial by jury and after all

due proceedings be had, that there be judgment herein, declaring the promissory notes and mortgage described hereinabove unenforceable, null and void, and ordering the cancellation of said mortgage from the public records of the Parish of Pointe Coupee, State of Louisiana, or alternatively, limiting enforcement of the notes and mortgages to the property itself, and further, both alternatively and in addition thereto, that there be judgment in favor of the plaintiffs, W. T. Langley and Mary Ann Grimes Langley, and against the defendants, Planters Trust & Savings Bank, Roy E. Caughfield and Elmer Landry, in solido, in the full and true sum of FIVE MILLION, NINETY-SEVEN THOUSAND ($5,097,000.00) DOLLARS, that the same be trebled, together with reasonable attorney's fees, all with legal interest from date of judicial demand until paid, and all costs of these proceedings."

3.

As this amendment has been filed within twenty (20) days from service of the Original Complaint, leave of Court to file the same is not necessary.

WHEREFORE, the plaintiffs pray for all the relief requested in the prayer of the Original Complaint, as amended hereinabove.

By Attorneys:
McCOLLISTER, McCLEARY,
FAZIO & HOLLIDAY
One American Place, Suite 1800
Post Office Box 2706
Baton Rouge, Louisiana 70821
Telephone: 504/387-5961

WILLIAM C. SHOCKEY, T.A.
and CHARLES W. SARTAIN

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

W. T. LANGLEY and MARY ANN GRIMES LANGLEY	CIVIL ACTION NO. 83-1110
VERSUS	SECTION "B"
PLANTERS TRUST AND SAVINGS BANK OF OPELOUSAS, LOUISIANA, ROY E. CAUGHFIELD, and ELMER LANDRY	(JURY TRIAL DEMANDED)

SECOND AMENDED COMPLAINT

The plaintiffs desire to amend the Complaint previously filed herein, as previously amended in various particulars, as more fully set forth hereinbelow:

COUNT ONE

1.

The plaintiffs desire to amend the caption of the Original Complaint previously filed herein, to read as follows:

"UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

W. T. LANGLEY and MARY ANN GRIMES LANGLEY	CIVIL ACTION NO. 83-1110
VERSUS	SECTION "B"
PLANTERS TRUST AND SAVINGS BANK OF OPELOUSAS, LOUISIANA, ROY E. CAUGHFIELD, ELMER LANDRY, and THE FEDERAL LAND BANK OF NEW ORLEANS"	(JURY TRIAL DEMANDED)

2.

The plaintiffs desire to amend the Original Complaint by adding thereto a new paragraph to be designated as Paragraph 4A thereof, to read as follows:

"4A.

The Federal Land Bank of New Orleans is a federally chartered instrumentality of the United States of America established pursuant to Section 4 of the Federal Farm Loan Act, domiciled in the Parish of Orleans, of which Elmer Landry was an officer at all times pertinent herein."

3.

The plaintiffs desire to amend Paragraphs 13 and 14 of the Original Complaint to read as follows:

"13.

Elmer Landry, individually and on behalf of The Federal Land Bank of New Orleans, and Roy E. Caughfield, individually and on behalf of Planters Trust & Savings Bank, made certain representations which led plaintiffs to believe that the mineral rights which were to be acquired by plaintiffs in connection with their purchase of the property were the rights of the landowner, Leenerts Farms, Inc.

14.

In truth and in fact, subsequent examination of the Conveyance Records of the Clerk and Recorder for the Parish of Pointe Coupee reveals that prior to execution of the purchase agreement described in Paragraph 12, Leenerts Farms, Inc. had conveyed all of its interest in the mineral rights in and to the property to Don I. Williams and Margaret Randolph Williams, a transaction totally unknown to and concealed from plaintiffs by defendants, Landry and Caughfield, Landry acting individually and for and on behalf of The Federal Land Bank of New Orleans, and Caughfield acting individually and for and on behalf of Planters Trust & Savings Bank."

4.

The plaintiffs desire to amend Paragraphs 17 and 18 of the Original Complaint, as previously amended, to read as follows:

"17.

At the time of their purchase, plaintiffs were not aware of the existence of the Mineral Deed from Leenerts Farms, Inc. to Don I. Williams and Margaret Randolph Williams described in Paragraph 15 above, nor were plaintiffs aware of the existence of the Mineral Deed to them described in Paragraph 16 above as they were not parties signatory to this Mineral Deed and representations were made to them by Caughfield and Landry individually, by Landry for and on behalf of The Federal Land Bank of New Orleans, and by Caughfield for and on behalf of Planters Trust & Savings Bank, that certain mineral rights would be transferred to the plaintiffs by Leenerts Farms, Inc. as more particularly detailed herein.

18.

The statements, claims, representations and inducements made by Caughfield and Landry individually, by Landry for and on behalf of The Federal Land Bank of New Orleans, and by Caughfield for and on behalf of Planters Trust & Savings Bank were in some instances incorrect, misleading and fraudulently and knowingly made with the intention of convincing plaintiffs to buy the property without being possessed of all of the facts and information which defendants knew would be necessary for plaintiffs to consider in order to make a reasonable and prudent decision regarding the purchase and the terms and conditions thereof."

5.

The plaintiffs further desire to amend Paragraphs 21, 22, and 23 of the Original Complaint, to read as follows:

"21.

Plaintiffs purchased the property as a direct and proximate result of these statements, claims, representations, inducements and omissions of the defendant, Planters Trust and Savings Bank, acting by and through its President, Roy E. Caughfield, defendant Caughfield, individually, and defendant, Landry, individually, and for and on behalf of The Federal Land Bank of New Orleans.

22

The plaintiffs were induced to sign the promissory note of March 8, 1982, and all preceding notes described hereinabove as a direct result of the statements, claims, representations, inducements and omissions of the defendants, Caughfield and Landry individually, by Landry for and on behalf of The Federal Land Bank of New Orleans, and by Caughfield for and on behalf for and on behalf of Planters Trust & Savings Bank, regarding that which would be conveyed to the plaintiffs, the in rem nature of the loan, the interest rate to be charged and the terms of the loan, as well as other misrepresentations more particularly within the knowledge of the defendants.

23.

The defendants, Landry and Caughfield, individually, Landry for and on behalf of The Federal Land Bank of New Orleans, and Caughfield for and on behalf of Planters Trust & Savings Bank, represented that no outstanding mineral leases burdened the property when in truth and in fact, there existed an outstanding mineral lease held by Chevron, U.S.A. and, furthermore, the executive rights were held by another third party, John Barton."

6.

The plaintiffs further desire to amend the Original Complaint by amending Paragraph 27 thereof, as previously amended, to read as follows:

"27.

The plaintiffs seek declaratory relief herein declaring the promissory notes and mortgage to Planters Trust & Savings Bank and The Federal Land Bank of New Orleans unenforceable, null and void for failure or want of cause and error occurring as a result of the fraudulent misrepresentations, inducements and omissions of the defendants, and ordering the cancellation of said mortgages described hereinabove from the public records of the Parish of Pointe Coupee or, alternatively, limiting enforcement of the notes and mortgages to the property itself."

COUNT TWO

7.

The plaintiffs further desire to amend Paragraph 29 of the Original Complaint to read as follows:

"29.

In the event the Court finds that the acts and omissions of defendants complained of herein were not fraudulent, knowing and intentional, alternatively, the plaintiffs aver that the claims, statements, representations, inducements and omissions of Landry and Caughfield individually, by Landry for and on behalf of The Federal Land Bank of New Orleans, and by Caughfield for and on behalf of Planters Trust & Savings Bank, were negligently and carelessly made or withheld, and as a direct and proximate result thereof, plaintiffs were induced to make the purchase of the property and sign notes and mortgages in favor of Planters Trust & Savings Bank and The Federal Land Bank of New Orleans."

COUNT THREE

8.

The plaintiffs further desire to amend the Original Complaint previously filed herein by amending Paragraph 32 thereof to read as follows:

"32.

Both alternatively to and in addition to the relief sought in Counts I and II of this Complaint, the plaintiffs seek damages from the defendants herein, Elmer Landry, Roy E. Caughfield, The Federal Land Bank of New Orleans and Planters Trust & Savings Bank, in solido, for the following and in the following amounts:

a) Shortage of surface acreage	$200,000.00
b) Diminished delay rentals received upon lease of tract due to shortage of mineral acres	125,000.00
c) Bonus payments which would have been secured from lease of property	1,522,000.00

d) Value of mineral rights wrongfully withheld	3,000,000.00
e) Impairment of banking relationships, damage to reputation and loss of creditworthiness	250,000.00
TOTAL	$5,097,000.00''

9.

The plaintiffs desire to amend the prayer of the Original Complaint, as previously amended, to read as follows:

''WHEREFORE, plaintiffs pray for trial by jury and after all due proceedings be had, that there be judgment herein, declaring the promissory notes and mortgages described hereinabove unenforceable, null and void, and ordering the cancellation of said mortgages from the public records of the Parish of Pointe Coupee, State of Louisiana, or alternatively, limiting enforcement of the notes and mortgages to the property itself, and further, both alternatively and in addition thereto, that there be judgment in favor of the plaintiffs, W. T. Langley and Mary Ann Grimes Langley, and against the defendants, Planters Trust & Savings Bank, The Federal Land Bank of New Orleans, Roy E. Caughfield and Elmer Landry, in solido, in the full and true sum of FIVE MILLION NINETY-SEVEN THOUSAND ($5,097,000.00) DOLLARS, that the same be trebled, together with reasonable attorney's fees, all with legal interest from date of judicial demand until paid, and all costs of these proceedings.''

WHEREFORE, the plaintiffs pray for all of the relief requested in the prayer of the Original Complaint, as amended.

By Attorneys:
McCOLLISTER, McCLEARY,
FAZIO & HOLLIDAY
One American Place, Suite 1800
Post Office Box 2706
Baton Rouge, Louisiana 70821
Telephone: 504/387-5961

WILLIAM C. SHOCKEY, T.A.
and CHARLES W. SARTAIN

RECEIVED
MAY 25, 1984
F. D. I. C.
MEMPHIS, TN

FDIC
FEDERAL DEPOSIT INSURANCE CORPORATION

Memphis *Region* Regular *Examination* *Certificate Number* 11791-9

PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS

OPELOUSAS ST. LANDRY LOUISIANA

Examiner-In-Charge Jerry Sumrall *Examined Close of Business* April 6, 1884

Concurrent with State Examiner-In-Charge Malcolm J. Domingue

REPORT OF EXAMINATION

THIS REPORT OF EXAMINATION IS STRICTLY CONFIDENTIAL

This report of examination has been made by an examiner appointed by the Board of Directors of the Federal Deposit Insurance Corporation for use in the supervision of the bank. The information contained in this report is based upon the books and records of the bank, upon statements made to the Examiner by directors, officers, and employees, and upon information obtained from other sources believed to be reliable.

It is recommended that each director, in accordance with his responsibilities both to depositors and to shareholders, thoroughly review the report. In making this review, it should be kept in mind that while an examination includes some audit tests, it is not to be construed as an audit, and this report should not be considered an audit report.

This copy of the report is the property of the Federal Deposit Insurance Corporation and is furnished to the bank examined for its confidential use. Under no circumstances shall the bank, or any of its directors, officers, or employees disclose or make public in any manner the report or any portion thereof. If a subpoena or other legal process is received calling for production of this report, the Regional Office of the Federal Deposit Insurance Corporation should be notified immediately. The attorney at whose instance the process was issued and, if necessary, the court which issued it, should be advised of these restrictions and referred to Part 309 of the Federal Deposit Insurance Corporation Rules and Regulations.

FEDERAL DEPOSIT INSURANCE CORPORATION

OFFICER'S QUESTIONNAIRE | NUMBER 11791-9

WARREN D. RUSH
ATTORNEY AT LAW
PINHOOK TOWER, SUITE 901
2014 PINHOOK ROAD
LAFAYETTE, LOUISIANA
70508

TELEPHONE
Dial 225-2425

MAILING ADDRESS
P.O. BOX 53713, O.C.S.
LAFAYETTE, LA 70505

March 1, 1984

Cooper & Lybrand
2700 Canal Place One
New Orleans, Louisiana 70130

RE: Planters Trust and Savings Bank

Gentlemen:

Pursuant to the request of our client, Planters Trust and Savings Bank, we submit herewith the requested information relative to your examination of the financial statements of our client for the year ending December 31, 1983.

PENDING OR THREATENED LITIGATION

There are presently pending the following:

Officer's name and Title	Bank's Name and Location *(City and State)*
Kenneth A. Back Executive Vice President	Planters Trust and Savings Bank Opelousas, LA 70570
Officer's Signature	**Date**
/s/Kenneth A. Back	April 30, 1984

This is an official document. Any false information contained in it may be grounds for prosecution and may be punishable by fine or imprisonment.

FDIC 6300/37(10-82)

OFFICER'S QUESTIONNAIRE	NUMBER 11791-9

Cooper & Lybrand
March 1, 1984
Page Two

2. "Planters Trust and Savings Bank v. W. T. Langley and Mary Ann Grimes Langley", filed September 26, 1983 under Docket No. 90519-B of the 27th Judicial District Court in and for the Parish of St. Landry, Louisiana is a suit on a promissory note in the principal amount of $468,124.41 together with interest to September 15, 1983 in the sum of $127,476.99 and thereafter at the additional rate of Planters Bank Prime (adjusted weekly) plus 2% until the full amount of principal and interest is paid, plus 25% attorney fees and all costs of the suit. The defendants had the case removed to the U. S. District Court, Western District of Louisiana on October 20, 1983 and it is docketed as Case No. 83-2612. In addition, the defendants filed suit entitled "W. T. Langley, et al v. Planters Trust and Savings Bank of Opelousas, Louisiana, Roy E. Caughfield and Elmer Landry" on October 19, 1983 under Docket No. CA-83-1110-B, U. S. District Court, Middle District of Louisiana. This is a suit for damages arising from alleged misrepresentations to the Langleys which induced them to go through with the purchase of property from Leenerts Farms, Inc. There are also allegations of racketeering activity as prescribed by 18 USC 1961, et seq. The asserted damages are for $5,000,000.00, subject to being tripled by penalty provisions in 18 USC 1961, et seq. The second suit has further been expanded to include the Federal Land Bank as a party defendant and there is comtemplation of one or more third parties being brought into the matter. The Court in the Middle District of Louisiana has just ruled on a Motion to Transfer that case to the Western District of Louisiana. Transfer should be completed very shortly and the two cases will more than likely be consolidated. Both cases are currently in the early stages of discovery. However, it is our opinion that Planters will prevail in both suits. It is believed that the second suit was filed in order to delay Planters' foreclosure of its second mortgage (the goal of the first suit) and to forestall an expected foreclosure proceeding by the Federal Land Bank.

Officer's Name and Title	Bank's Name and Location *(City and State)*
Kenneth A. Back Executive Vice President	Planters Trust and Savings Bank Opelousas, LA 70570
Officer's Signature	**Date**
/s/Kenneth A. Back	April 30, 1984

This is an official document. Any false information contained in it may be grounds for prosecution and may be punishable by fine or imprisonment.

FDIC 6300/37(10-82)

11791-9

ASSETS SUBJECT TO ADVERSE CLASSIFICATION

AMOUNT	DESCRIPTION AND COMMENTS	DELINQUENCY			CLASSIFICATIONS		
		DATE OR NO OF PAYMENTS	A P	AMOUNT	SUBSTANDARD	DOUBTFUL	LOSS
470		3-8-83	A	470		470	

LANGLEY, W. T. Non-accrual
Blytheville, Arkansas
This credit originated at this bank in December of 1980, at $455M. Proceeds of $353M were used as part of the purchase price of 1,628.4 AL in Pointe Coupee Parish from Leenerts Farms, Inc. The balance of the funds used to purchase the property were lent by the Federal Land Bank. Mr. Langley apparently used none of his own money in the transaction. Balance of loan proceeds at this bank were used to purchase a certificate of deposit. Subsequently the debt was increased to $482,560.96 when interest was added. Apparently at some point a principal payment of $61M was made with the line increased subsequently. On 3-8-82 the debt was renewed at $468,174, repayable $104,165 per annum beginning 3-8-83. The first payment was never made. Accrued interest has been charged off with the debt placed on non accrual.

Collateral is a second mortgage on the 1,628.4 AL purchased. Reportedly the Federal Land Bank is owed $1,429M and they are apparently going to foreclose. Management stated the prior lien is too large to protect the bank's junior lien position and the debt is therefore basically unsecured at this time. There is no current PS in file on Mr. Langley and his financial condition is subject to considerable doubt at this time. PS dated 12-31-82 reflected (on a cost basis) TL of $3,640M with NW of $2,009M. Major asset was farm land which he valued at $3,456M (estimated value $6,179M) with debt against RE approximating its stated cost value. He showed cash of $245M and investment in Langley Auto Sales at $331.7M. This value was not supported.

The bank is suing the borrower and he has counter sued the bank, reportedly alleging that the property he purchased was not as represented to be and apparently feels the bank participated in this. As stated, little is known about the borrower's present financial condition and his assets for the most part are located out-of-state. He may have taken steps to remove his assets from personal ownership in an attempt to become "judgment-proof". At this point the collectibility of the credit is ~~extremely~~ questionable and is classified accordingly.

jmb

CHANGES IN EQUITY CAPITAL AND RESERVES		NUMBER 11791-9	
DATE	DESCRIPTION	DEBIT	CREDIT
	NONOPERATING CREDITS AND CHARGES		
	SECURITIES GAINS AND LOSSES		
8-15-83	W. T. Langley	73	

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

W. T. LANGLEY, ET UX	:	CIVIL ACTION NUMBER
	:	84-0555-L
VERSUS	:	
	:	
PLANTERS TRUST &	:	FIRST INTERROGATORIES OF
SAVINGS BANK OF	:	LAND BANK OF NEW ORLEANS
OPELOUSAS, ET AL	:	TO PLAINTIFFS

TO: Mr. William C. Shockey
MCCOLLISTER, MCCLEARY, FAZIO & HOLLIDAY
P. O. Box 2706
Baton Rouge, LA 70821

Now comes defendant, Federal Land Bank of New Orleans, and propounds the following interrogatories to plaintiffs, W. T. Langley and Mary Ann Grimes Langley:

DEFINITIONS

"You" and "your" means plaintiff and all representatives or other persons acting on their behalf, including but not limited to their attorney.

"Document" or "documents" means any written, printed, recorded or graphic matter, photographic matter or sound reproduction, including but not limited to any letters, memoranda, telegraphs, handwritten notes, periodicals, pamphlets, reports, records, orders, trust receipts, invoices, study working papers, diaries, charts, papers, graphs, indexes, data sheets, data processing cards, or any other writing however produced or reproduced or any tape, wire or other electrical sound recording.

"Identify," when used herein in connection with the natural person, means to state his full name, his business title, if any, his last known address and his employer, and each of his positions during the applicable period.

"Identify," when used in connection with a business concern, means to state the name and address of the firm, partnership, association or corporation.

"Identify," when used in reference to a document, means to state its date, its author, the type of document (e.g., a letter, memoran-

dum, telegraph, chart, photograph, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, and its present location and the identity of its present custodians. If any such document was but is no longer in your possession or subject to your control, or in existence, state whether it is (a) missing or lost, (b) has been destroyed, (c) has been transferred, voluntarily or involuntarily to others, or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for such disposition thereof and state the date or approximate date thereof. In lieu of such information, you may attach to your answers a copy of each document.

INTERROGATORY NO. 1: In Paragraph 13 of your complaint, as amended, you allege that Elmer Landry and Roy E. Caughfield made certain representations.

(A) State precisely and in complete detail each representation made by Elmer Landry, when each alleged representation was made, how it was made, where it was made and in whose presence it was made.

(B) State precisely and in complete detail each representation made by Roy E. Caughfield, when each alleged representation was made, how it was made, where it was made and in whose presence it was made.

(C) Identify each and every person whom you believe has knowledge of relevant facts to support the allegations of Paragraph 13 of your complaint, as amended, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(D) Identify all documents which you believe support or are otherwise relevant to the allegations of Paragraph 13 of your complaint, as amended.

INTERROGATORY NO. 2: With respect to the allegations in Paragraph 14 of your complaint, as amended, please provide the following information:

(A) State when and identify by whom the "subsequent examination of the Conveyance Records of the Clerk and Recorder for the Parish of Pointe Coupee" was made.

(B) Detail and explain all material facts which you believe support or are otherwise relevant to the allegation that Landry and Caughfield concealed information from plaintiffs.

(C) Identify each and every person whom you believe has knowledge of relevant facts to support this allegation and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(D) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 3: Are the representations referred to in Paragraph 17 of your complaint, as amended, different from the representations alleged in Paragraph 13 of your complaint, as amended? If so,

then with respect to the representations alleged in Paragraph 17, give the same information requested in Interrogatory No. 1:

INTERROGATORY NO. 4: In connection with the negotiation and purchase of the property from Leenerts Farms, Inc., were plaintiffs, or either of them, represented by legal counsel or did they consult with legal counsel or did they seek advice from any other person?

(A) If so, identify each and every attorney who represented plaintiffs in connection with any aspect of said transaction.

(B) Identify any other attorney who was consulted by plaintiffs, or either of them, with respect to any aspect of the transaction.

(C) Identify any attorney who conducted a title examination or rendered a title opinion in connection with the purchase of the property.

(D) Identify each and every other person who was consulted by plaintiffs or from whom plaintiffs sought advice with respect to the negotiation and purchase of the property.

INTERROGATORY NO. 5: Do the allegations contained in Paragraph 18 of the complaint, as amended, refer to any statements, claims, representations and inducements allegedly made by Caughfield and Landry which have not been fully disclosed in response to Interrogator-

ies No. 1 and No. 3 above. If so, with respect to each such statement, claim, representation or inducement, provide the information requested in Interrogatory No. 1.

INTERROGATORY NO. 6: With respect to the allegations in Paragraph 18 of your complaint, as amended, that certain statements, claims, representations and inducements "were in some instances incorrect, misleading and fraudulently and knowingly made," please give the following information with respect to each alleged statement, claim, representation or inducement:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to the allegations that such statement, claim, representation or inducement was incorrect, misleading, and fraudulently and knowingly made.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support that allegation, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 7: With respect to the allegations contained in Paragraph 19 of your complaint, please give the following information:

(A) State precisely and in detail what facts and information was fraudulent and knowingly withheld from plaintiffs.

(B) Detail and explain all material facts which you believe support or are otherwise relevant to the allegations of Paragraph 19 of your complaint.

(C) Identify each and every person whom you believe has knowledge of relevant facts to support these allegations, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(D) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 8: With respect to the allegations contained in Paragraph 20 of your complaint, please give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to the allegation that the facts and information allegedly withheld were particularly within the control of defendants and could not be ascertained by plaintiffs in any other way than by and through defendants.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support these allegations, and give brief

summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to these allegations.

INTERROGATORY NO. 9: With respect to the allegations contained in Paragraph 21 of your complaint, please give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to the allegations of this paragraph.

(B) Do the allegations of Paragraph 21 of the complaint, as amended, refer to any statements, claims, representations, inducements and omissions which have not been fully disclosed to previous interrogatories? If so, with respect to each such statement, claim, representation, inducement or omission, please give the information requested in Interrogatory No. 1.

INTERROGATORY NO. 10: With respect to the allegations contained in Paragraph 22 of your complaint, please give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to the allegations of this paragraph.

(B) Do the allegations of Paragraph 22 of the complaint, as amended, refer to any statements, claims, representations, inducements and omissions which have not been fully disclosed to previous interrogatories? If so, with respect to each such statement, claim, representation, inducement or omission, please give the information requested in Interrogatory No. 1.

INTERROGATORY NO. 11: With respect to the allegations contained in Paragraph 23 of your complaint, please give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to the allegations of this paragraph.

(B) Do the allegations of Paragraph 23 of the complaint, as amended, refer to any statements, claims, representations, inducements and omissions which have not been fully disclosed to previous interrogatories? If so, with respect to each such statement, claim, representation, inducement or omission, please give the information requested in Interrogatory No. 1.

INTERROGATORY NO. 12: With respect to the allegations of Paragraph 25 of your complaint, concerning the contract to sell to June Lowery, please give the following information:

(A) Detail and explain all material

facts which you believe support or are otherwise relevant to the allegation that this sale was not consummated due to a shortage of acreage and mineral rights.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support this allegation, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 12: With respect to the alleged transfer of mineral interest from Don I. Williams and Margaret Randolph Williams to Roy E. Caughfield, as alleged in Paragraph 26 of your complaint, please give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to this allegation.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support this allegation, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 13: With respect to the allegation of Paragraph 27 of the complaint, as amended, are you alleging any fraudulent misrepresentation, inducement or omission which has not been fully disclosed to previous interrogatories? If so, with respect to each such misrepresentation, inducement and omission, please give the information requested in Interrogatory No. 1.

INTERROGATORY NO. 14: Fully itemize and explain how you computed each item of damage alleged in Paragraph 32 of the complaint, and give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to each item of damage.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support each item of damage, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to each item of damage.

INTERROGATORY NO. 15: With respect to the allegations of Paragraph 34 of a "scheme," please give the following information:

(A) Detail and explain all material facts which you believe support

or are otherwise relevant to this allegation.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support this allegation, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 16: With respect to the allegations of Paragraph 34 that certain "fees" and "commissions" were generated for the defendants, please give the following information:

(A) Identify each fee and commission which was generated for the defendants, or either of them, or which the defendants intended to generate, such identification to include the alleged amount of each fee or commission, the date it was paid, by whom it was paid, to whom it was paid, how it was paid and what was the consideration for the payment.

(B) Detail and explain any other material facts which you believe support or are otherwise relevant to this allegation.

(C) Identify each and every person whom you believe has knowledge of relevant facts to support this allegation, and give brief summaries of the testimony

which you believe each person would give if called as a witness at the trial of this case.

(D) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 17: With respect to the allegations of Paragraph 35 that the defendants utilized the United States Mails and interstate telephonic communications, and with respect to each use of such mails or such telephonic communications, please give the following information:

(A) Fully describe and identify by date, content and parties each such use of the mails and interstate telephonic communications.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support these allegations, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to this allegation.

INTERROGATORY NO. 18: With respect to the allegations of Paragraph 6 of your complaint, describe fully and in detail the facts upon which you rely to establish a pattern of racketeering activity.

INTERROGATORY NO. 19: With respect to the allegations of Paragraphs 13, 14, 17, 18, 21, 22, 23

and 29 of the complaint, as amended, that Elmer Landry was acting "for and on behalf of the Federal Land Bank of New Orleans", please give the following information:

(A) Detail and explain all material facts which you believe support or are otherwise relevant to this allegation.

(B) Identify each and every person whom you believe has knowledge of relevant facts to support this allegation, and give brief summaries of the testimony which you believe each person would give if called as a witness at the trial of this case.

(C) Identify all documents which you believe support or are otherwise relevant to this allegation.

Of Counsel:

William W. Abbott, Jr.
David Amoni
Federal Land Bank of
New Orleans
P.O. Box 50590
New Orleans, LA 70150-0590

By Attorneys,

TAYLOR, PORTER, BROOKS & PHILLIPS

By: W. S. McKenzie
Fredrick R. Tulley
P. O. Drawer 2471
Baton Rouge, Louisiana 70821-2471
Telephone (504) 387-3221

- CERTIFICATE -

I certify that a copy of the foregoing was this day mailed, postage prepaid, to all counsel of record.

Baton Rouge, Louisiana, this 26 day of April, 1984.

/s/ W. S. McKenzie

W. S. McKenzie

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

PLANTERS TRUST & SAVINGS BANK
VERSUS
W. T. LANGLEY, and
MARY ANN GRIMES LANGLEY

CIVIL ACTION NO. CV-83-2612
SECTION "L"

ANSWER

NOW INTO COURT, through undersigned counsel, come the defendants in these proceedings, W. T. Langley and Mary Ann Grimes Langley, who for answer to the Petition of Planters Trust & Savings Bank, respectfully represent:

1.

W. T. Langley and Mary Ann Grimes Langley admit that they are residents of the full age of majority and domiciled in the County of Mississippi, State of Arkansas. All other allegations of Paragraph 1 of the original Petition are denied.

2.

W. T. Langley and Mary Ann Grimes Langley admit that they signed Promissory Note #104638 and the Collateral Mortgage Note described in Paragraph II of the Petition. All other allegations of Paragraph II of the Petition (the first paragraph so designated) are denied for lack of knowledge sufficient to justify a belief in the truth thereof.

3.

The allegations of Paragraph II (the second paragraph so designated) of the Petition are admitted.

4.

The allegations of Paragraph III of the Petition are denied.

5.

The allegations of Paragraph IV of the Petition are admitted.

6.

The allegations of Paragraph V of the Petition are admitted.

WHEREFORE, These defendants, W. T. Langley and Mary Ann Grimes Langley, pray that this Answer be deemed good and sufficient and after all due proceedings be had, that there be judgment herein in their favor, rejecting the demands of the plaintiff, Planters Trust & Savings Bank, at its costs.

By Attorneys:

McCOLLISTER, McCLEARY, FAZIO
& HOLLIDAY
One American Place, Suite 1800
Post Office Box 2706
Baton Rouge, Louisiana 70821
Telephone: 504/387-5961

/s/ William C. Shockey

WILLIAM C. SHOCKEY, T.A.,
and CHARLES W. SARTAIN

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of May, 1984, I served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by U.S. Mail, properly addressed and first class postage prepaid.

/s/ William C. Shockey

WILLIAM C. SHOCKEY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

PLANTERS TRUST & SAVINGS BANK	:	CIVIL ACTION NO. 83-2612-D
VERSUS	:	
W. T. LANGLEY AND MARY ANN GRIMES LANGLEY	:	
W. T. LANGLEY, ET UX	:	CIVIL ACTION NO. 84-0555-L
VERSUS	:	
PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, ET AL	:	

ANSWER TO PLAINTIFFS' ORIGINAL, AMENDED AND SECOND AMENDED COMPLAINTS BY DEFENDANTS, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. AND ROY E. CAUGHFIELD

NOW INTO COURT, through undersigned counsel, comes PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, sought to be made the defendants in Civil Action No. 84-0555-L, captioned above, who, for answer to the allegations of plaintiffs' Complaint, Amended and Second Amended Complaint, respectfully represents:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted against these defendants, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, for the following reasons:

Count One. With respect-to PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA., plaintiffs seek a declaration that a loan and mortgage securing same in the amount of Four Hundred

Sixty Eight Thousand One Hundred Sixty Four and 54/100 ($468,164.54) Dollars allegedly made in connection with plaintiffs' purchase of certain property be declared null and void or, alternatively, be limited to an in rem obligation, but plaintiffs have neither sought to nullify the sale nor tender back the funds advanced by Planters Trust & Savings Bank of Opelousas, La. Plaintiffs have no right to retain the benefits of the alleged transaction and at the same time seek to nullify the obligation which arose therefrom.

Count Two. For the reasons set forth with respect to Count One, Count Two fails to state a claim against these defendants.

Count Three. The complaint fails to state any legal basis upon which plaintiffs had any right to rely on any representations allegedly made by the individual defendants which would give rise to a claim for damages against any of these defendants.

Count Four. For reasons set forth with respect to Counts One, Two and Three, and further for failure to state with any particularity their allegations of a fraudulent scheme utilizing the U. S. Mails, and other interstate communications, or to allege any injury to their business as required under 18 USC §1962 and §1964, Count Four fails to state a claim against any of these defendants.

SECOND DEFENSE

The Court lacks subject matter jurisdiction and personal jurisdiction over the defendants, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD.

THIRD DEFENSE

Any causes of action that may be found to exist in this matter have prescribed.

FOURTH DEFENSE

Alternatively, defendants specially plead negligence of the plaintiffs in bar or mitigation of plaintiffs' recovery.

FIFTH DEFENSE

Alternatively, plaintiffs recovery and/or relief is barred by estoppel and waiver.

SIXTH DEFENSE

NOW, answering each allegation of the original Complaint, the Amended Complaint, and the Second Amended Complaint, the defendants, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, do, respectfully represent:

Count One.

1.

Admitted.

2.

Admitted.

3.

Admitted.

4.

Answer not required of these defendents.

4A.

Answer not required of these defendants.

5.

Denied.

6.

Denied.

7.

Denied for lack of sufficient information to justify a belief therein.

8.

Denied for lack of sufficient information to justify a belief therein.

9.

Denied for lack of sufficient information to justify a belief therein.

10.

Denied for lack of sufficient information to justify a belief therein.

11.

Denied for lack of sufficient information to justify a belief therein.

12.

Denied for lack of sufficient information to justify a belief therein.

13.

Denied as originally stated and as amended.

14.

Denied as originally stated and as amended for lack of sufficient information to justify a belief therein.

15.

Denied for lack of sufficient information to justify a belief therein.

16.

Denied for lack of sufficient information to justify a belief therein.

17.

Denied as originally stated and as amended.

18.

Denied as originally stated and as amended.

19.

Denied.

20.

Denied.

21.

Denied as originally stated and as amended.

22.

Denied as originally stated and as amended.

23.

Denied as originally stated and as amended.

24.

Denied for lack of sufficient information to justify a belief therein.

25.

Denied for lack of sufficient information to justify a belief therein.

26.

Denied for lack of sufficient information to justify a belief therein.

27.

Denied.

Count Two.

28.

Your defendants, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, need not answer the allegations of Paragraph 28, but insofar as same needs to be answered, your defendants incorporate herein their affirmative defenses and answers to the allegations contained in Paragraphs 1-27 hereinabove.

29.

Denied.

30.

Denied.

Count Three.

31.

Your defendents, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, need not answer the allegations of Paragraph 31, but insofar as same needs to be answered, your defendants incorporate herein their affirmative defenses and answers to the allegations contained in Paragraphs 1-30 hereinabove.

32.

Denied.

Count Four.

33.

Your defendents, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, need not answer the allegations of Paragraph 33, but insofar as same needs to be answered, your defendants incorporate herein their affirmative defenses and answers to the allegations contained in Paragraphs 1-32 hereinabove.

34.

Denied.

35.

Denied.

36.

Denied.

37.

Denied.

WHEREFORE, defendants, PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LA. and ROY E. CAUGHFIELD, pray that this Answer be deemed good and sufficient, and that after all legal delays, there be judgment herein in their favor and that the

claims of the plaintiffs herein be dismissed at their costs; and for such other and further relief as this Court may deem proper.

LAW OFFICES OF WARREN D. RUSH

BY:/s/ Leo Jerome Lahey

LEO JEROME LAHEY
Attorney for Defendants, Planters
Trust & Savings Bank of Opelousas,
La. and Roy E. Caughfield
P. O. Box 53713, OCS
Lafayette, Louisiana 70505
(318) 235-2425

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Answer has this day been served on all counsel of record by depositing same in the U.S. Mail, postage prepaid and properly addressed.

Lafayette, Louisiana, this 9th day of May, 1984.

/s/ Leo Jerome Lahey

LEO JEROME LAHEY

STATE OF LOUISIANA

OFFICE OF FINANCIAL INSTITUTIONS

BATON ROUGE, LOUISIANA

JAMES A. HAYES
COMMISSIONER OF
FINANCIAL INSTITUTIONS

May 18, 1984

Planters Trust & Savings Bank of Opelousas
Attention: Officers and Directors
110 East Bellevue Street
Post Office Box 1299
Opelousas, Louisiana 70570

Re: Order to close bank

Gentlemen:

Pursuant to the authority vested in the Commissioner of Financial Institutions for the State of Louisiana under La. R.S. 6:383 and upon my conclusion after investigation that the Planters Trust & Savings Bank of Opelousas is in an unsound or unsafe condition to transact the business for which it was organized and that it unsafe and inexpedient for the bank to continue business, I am closing the Planters Trust & Savings Bank of Opelousas at once and taking possession of its books, property and affairs.

Respectfully,

/s/James A. Hayes

James A. Hayes

Commissioner of
Financial Institutions

JAH/rve

POST OFFICE BOX 44095, CAPITOL STATION · BATON ROUGE, LOUISIANA 70804
(504) 925-4661

STATE OF LOUISIANA

OFFICE OF FINANCIAL INSTITUTIONS

BATON ROUGE, LOUISIANA

JAMES A. HAYES
COMMISSIONER OF
FINANCIAL INSTITUTIONS

May 18, 1984

The Honorable William M. Isaac
Chairman
or Authorized Representative
Federal Deposit Insurance Corporation
550 17th Street NW
Washington, D.C. 20429

Re: Planters Trust & Savings Bank of Opelousas
Louisiana

Dr. Mr. Isaac:

As of this date and pursuant to my authority under La. R.S. 6:383 I have declared the Planters Trust & Savings Bank of Opelousas to be in an unsound and/or unsafe condition to transact the business for which it was organized. It being unsafe and inexpedient for the bank to continue business I have closed the bank as of this date.

Pursuant to the authority vested in me under La. R.S. 6:454 I hereby tender appointment to the Federal Deposit Insurance Corporation as receiver and liquidator of the Planters Trust & Savings Bank of Opelousas. As receiver and liquidator, the Federal Deposit Insurance Corporation shall possess the powers and privileges provided by the laws of Louisiana.

Sincerely,

/s/James A. Hayes

James A. Hayes
Commissioner of
Financial Institutions

JAH/rve

POST OFFICE BOX 44095, CAPITOL STATION - BATON ROUGE, LOUISIANA 70804
(504) 925-4661

FDIC
Federal Deposit Insurance Corporation, P. O. Box 1299,
Opelousas, LA 70570

May 18, 1984

James A. Hayes
Commissioner of Financial
Institutions
State of Louisiana
Baton Rouge, Louisiana

SUBJECT: AP-388 Planters Trust & Savings Bank
Opelousas, Louisiana - In Liquidation

Dear Commissioner:

Pursuant to your tender of appointment as Receiver and Liquidator of the Planters Trust and Savings Bank of Opelousas, I hereby accept such appointment on behalf of the Federal Deposit Insurance Corporation.

Sincerely,

/s/Arthur Lorentzen

FEDERAL DEPOSIT INSURANCE
CORPORATION
BY: Arthur F. Lorentzen, Jr.
Senior Liquidation Specialist

/tt

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

PLANTERS TRUST & SAVINGS BANK

VERSUS NO. CA-83-2612-L

W. T. LANGLEY, et al

CONSOLIDATED WITH

W. T. LANGLEY, et al

VERSUS NO. CA-84-0557-L

PLANTERS TRUST AND SAVINGS BANK
OF OPELOUSAS, et al

ANSWERS OF PLAINTIFFS TO FIRST INTERROGATORIES OF FEDERAL LAND BANK OF NEW ORLEANS

ANSWER TO INTERROGATORY NO. 1 (A):

1) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made September 9, 1980, verbally, at the subject property. Present were Elmer Landry, W. T. Langley, and Jim Morgan.

2) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made September 9, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, and Jim Morgan.

3) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the

plaintiffs. This representation was made September 10, 1980, verbally, at the subject property. Present were Elmer Landry, W. T. Langley, and Jim Morgan.

4) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made September 19, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Jim Morgan, Roy Caughfield, A.J. Howard, Butch Corbello, and John Miller.

5) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made October 3, 1980, verbally, at the subject property. Present were Elmer Landry and W. T. Langley.

6) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made October 3, 1980, verbally and in writing, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Jim Morgan, and Roy Caughfield.

7) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made November 10, 1980, verbally, at the offices of The Federal Land Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Patricia A. Dillon, and Jim Morgan.

8) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made November 11, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

9) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made November 20, 1980, verbally, at the offices of The Federal Land Bank of Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Patricia A. Dillon, and Jim Morgan.

10 Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made December 18, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Jim Morgan, Roy Caughfield, A. J. Howard, Butch Corbello, and John Miller.

ANSWER TO INTERROGATORY NO. 1 (B):

1) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made September 19, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Roy Caughfield, W. T. Langley, Elmer Landry, and Jim Morgan.

2) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made September 19, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Roy Caughfield, W. T. Langley, Elmer Landry, Jim Morgan, A.J. Howard, Butch Corbello, and John Miller.

3) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made October 3, 1980, verbally and in writing, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Roy Caughfield, W. T. Langley, Elmer Landry, and Jim Morgan.

4) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made October 10, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Roy Caughfield, and W. T. Langley.

5) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made December 16 to December 17, 1980, verbally by telephone, from Baton Rouge, Louisiana, to Blytheville, Arkansas. Present were Roy Caughfield, W. T. Langley, and Elmer Landry.

6) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made December 18, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Roy Caughfield, W. T. Langley, Elmer Landry, Jim Morgan, A.J. Howard, Butch Corbello, and John Miller.

7) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs. This representation was made December 19, 1980, verbally, at the Holiday Inn North, Lafayette, Louisiana. Present were Roy Caughfield, W. T. Langley, and Elmer Landry.

ANSWER TO INTERROGATORY NO. 1 (C):

1) Elmer Landry, Lafayette, Louisiana, President, The Federal Land Bank of Opelousas, Louisiana. Mr. Landry will testify that he and Roy Caughfield represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

2) Roy Caughfield, 2268 George Drive, Opelousas, Louisiana, President Planters Trust & Savings Bank, Opelousas,

Louisiana. Mr. Caughfield will testify that he and Elmer Landry represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

3) W. T. Langley, Route 3, Box 234, Tallulah, Louisiana, farmer. Mr. Langley will testify that Elmer Landry and Roy Caughfield represented to him that the landowner of the subject property owned mineral rights which would be deeded to him.

4) Jim Morgan, Route 3, Box 234, Tallulah, Louisiana, farmer. Mr. Morgan will testify that Elmer Landry and Roy Caughfield represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

5) Patricia A. Dillon, P.O. Box 1766, Blytheville, Arkansas, Business Manager, Langley Farms. Ms. Dillon will testify that Elmer Landry represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

6) A. J. Howard, P.O. Box 1299, Opelousas, Louisiana 70570, Executive Vice President and Chief Executive Officer, Planters Trust & Savings Bank, Opelousas, Louisiana. Mr. Howard will testify that Elmer Landry and Roy Caughfield represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

7) Walter C. (Butch) Corbello, P.O. Box 1299, Opelousas, Louisiana 70570, Vice President and Commercial Loan Officer, Planters Trust & Savings Bank, Opelousas, Louisiana. Mr. Corbello will testify that Elmer Landry and Roy Caughfield represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

8) John Q. Miller, Jr., P.O. Box 1299, Opelousas, Louisiana 70570, Senior Vice President and Senior Loan Officer, Planters Trust & Savings Bank, Opelousas, Louisiana. Mr. Miller will testify that Elmer Landry and Roy Caughfield represented to the plaintiffs that the landowner of the subject property owned mineral rights which would be deeded to the plaintiffs.

ANSWER TO INTERROGATORY NO. 1 (D):

Purchase Agreement dated October 3, 1980, executed by W. T. Langley.

ANSWER TO INTERROGATORY NO. 2 (A):

The examination was made by the law firm of McCollister, McCleary, Fazio & Holliday in approximately March, 1983.

ANSWER TO INTERROGATORY NO. 2 (B):

In accordance with their representations to plaintiffs, a Purchase Agreement dated October 3, 1980, was prepared by Roy Caughfield and Elmer Landry, stating that Leenerts Farms, Inc. would convey one-half (½) of all mineral interests to the plaintiffs. However, in fact, both Caughfield and Landry knew that Leenerts Farms, Inc. had already transferred all of their mineral interests in the subject property to Don Williams, a business partner of Caughfield. Further, Caughfield and Landry, without plaintiffs knowledge, caused Williams to deed to plaintiffs a small portion of the mineral interests which had been transferred to Williams by Leenerts Farms, Inc. Caughfield and Landry did not inform plaintiffs of these actions, provide for them a copy of the mineral deed so executed, or inform plaintiffs that Leenerts Farms, Inc. had transferred their interests to Williams.

ANSWER TO INTERROGATORY NO. 2 (C):

1) Roger Leenerts, P.O. Box 220, Golden, Illinois 62339. Mr. Leenerts will testify that with the knowledge of Landry and Caughfield, Leenerts Farms, Inc. transferred all of its mineral rights in the subject property to Williams and that on October 3, 1980, when the Purchase Agreement with plaintiffs was executed, Leenerts Farms, Inc. owned no mineral interests in the subject property.

2) John Leenerts, P.O. Box 220, Golden, Illinois 62339. Mr. Leenerts will testify that with the knowledge of Landry and Caughfield, Leenerts Farms, Inc. transferred all of its mineral rights in the subject property to Williams and that on October 3, 1980, when the Purchase Agreement with plaintiffs was executed, Leenerts Farms, Inc. owned no mineral interests in the subject property.

3) Roy Caughfield. Mr. Caughfield will testify that he knew that Leenerts Farms, Inc. had transferred all of its mineral rights in the property to Williams and that he concealed this information from plaintiffs.

4) Elmer Landry. Mr. Landry will testify that he knew that Leenerts Farms, Inc. had transferred all of their mineral rights in the property to Don Williams and that he concealed this information from plaintiffs.

5) Don Williams, 903 East Main Street, New Roads, Louisiana 70760. Mr. Williams will testify that with the knowledge of Caughfield and Landry, Leenerts Farms, Inc. transferred all of its mineral interests in the subject property to him. Mr. Williams will also testify that acting on instructions given to him by Caughfield and Landry, and without plaintiffs' presence or knowledge, executed and caused to be filed a deed to plaintiffs for a small portion of the mineral rights in the subject property.

6) W. T. Langley. Mr. Langley will testify that Landry and Caughfield did not tell him of the existence of the mineral deed from Leenerts Farms, Inc. to Williams nor of the mineral deed from Williams to plaintiffs.

ANSWER TO INTERROGATORY NO. 2 (D):

1) Mineral deed from Leenerts Farms, Inc. to Don Williams.

2) Mineral deed from Don Williams to plaintiffs.

3) Mineral deed from Don Williams to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 3:

No.

ANSWER TO INTERROGATORY NO. 4:

(A) None.

(B) None.

(C) None for plaintiffs. Nelson M. Lee, Attorney at Law, P.O. Box 88, Bunkie, Louisiana 71322, is believed to have conducted a title examination for The Federal Land Bank of New Orleans and/or Planters Trust & Savings Bank.

(D) 1) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana.

2) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana.

ANSWER TO INTERROGATORY NO. 5 (A):

1) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that The Federal Land Bank would finance 100% of the purchase of the farm property in the area. These representations were made several times in August and September, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

2) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that The Federal Land Bank would finance 100% of the purchase of the farm property in the area. This representation was made September 8, 1980, verbally, at Don's Seafood House, Lafayette, Louisiana. Present were Elmer Landry, W. T. Langley, and Jim Morgan.

3) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented the following to plaintiffs: that the subject property contained 400 mineral acres and 1,628.4 surface acres; that The Federal Land Bank would finance 100% of the purchase price of the subject property; that plaintiffs would have no personal liability for any loans made to finance the purchase of the subject property; that there were no outstanding leases on the subject property; that he would secure for plaintiffs an additional $100,000.00 line of credit, as well as a crop production loan; that he would have a buyer to purchase the property from plaintiffs as soon as the closing of the property was consummated; and that plaintiffs would realize a large profit from the referenced resale of the property; that plaintiffs would not be required to make any loan payments on the subject property until a resale of the property was made by plaintiffs. These representations were made September 9, 1980, verbally, at the subject property. Present were Elmer Landry, W. T. Langley, and Jim Morgan.

4) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in

#3 above. These representations were made September 9, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W.T. Langley, Jim Morgan, and Roy Caughfield.

5) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that the subject property contained 400 mineral acres and 1,628.4 surface acres. These representations were made September 10, 1980, verbally, at the subject property. Present were Elmer Landry, W.T. Langley, Jim Morgan, Roy Caughfield, A.J. Howard, Butch Corbello, and John Miller.

6) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #3 above. These representations were made September 19, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W.T. Langley, Jim Morgan, Roy Caughfield, A. J. Howard, Butch Corbello, and John Miller.

7) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #3 above. These representations were made October 3, 1980, verbally, at the offices of The Federal Land Bank, Opelousas, Louisiana. Present were Elmer Landry and W.T. Langley.

8) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #3 above. These representations were made October 3, 1980, verbally and in writing, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W.T. Langley, Jim Morgan, and Roy Caughfield.

9) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #3 above. These representations were made November 10, 1980, verbally, at the offices of The Federal Land Bank of Opelousas, Louisiana. Present were Elmer Landry, W.T. Langley, and Patricia A. Dillon.

10) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that plaintiffs would have no personal liability for any loans made to finance the purchase of

the subject property; that The Federal Land Bank would finance 100% of the purchase price of the subject property; and that plaintiffs would not be required to make any loan payments on the subject property until a resale of the property was made by plaintiffs. These representations were made November 11, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

11) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #10 above. These representations were made November 12, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

12) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #3 above. These representations were made November 20 to November 21, 1980, verbally, at the offices of The Federal Land Bank of Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Patricia A. Dillon, and Jim Morgan.

13) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #10 above. These representations were made November 23, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

14) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #3 above. These representations were made November 24, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

15) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that he would have a buyer to purchase the property from plaintiffs as soon as the closing of the sale of the property was consummated and that plaintiffs would realize a large profit from the referenced resale of the property. These representations were made December 6, 1980,

verbally, at the offices of Nelson Lee, Bunkie, Louisiana. Present were Elmer Landry, W. T. Langley, Jim Morgan, and Nelson Lee.

16) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that Planters Trust & Savings Bank, Opelousas, Louisiana, would finance the balance of the purchase price in excess of $1,350,000.00 that Federal Land Bank could not now finance. Mr. Landry further represented that this loan would be made with no personal liability to plaintiffs, at a rate of interest 2% above the prime rate of Chase Manhattan Bank, and with plaintiffs not being required to make any loan payments until the subject property was resold. These representations were made December 16, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Elmer Landry and W. T. Langley.

17) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented each of those items identified in #16 above. These representations were made December 18, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, Roy Caughfield, W. T. Langley, Jim Morgan, A. J. Howard, Butch Corbello, and John Miller.

18) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that he would have a buyer to purchase the property from plaintiffs. This representation was made December 29 to December 30, 1980, verbally, at the offices of The Federal Land Bank of Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, and Jim Morgan.

19) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that Plaintiffs would not be required to make any loan payments on the subject property until a resale of the property was made by plaintiffs. Mr. Landry also stated that he and Nelson Lee had another potential buyer for the property, Jerry Baine, whom Mr. Langley could meet at the office of Nelson Lee. These representations were made December 22, 1981, verbally, at the offices of The Federal Land Bank, Opelousas, Louisiana. Present were Elmer Landry and W. T. Langley.

20) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, represented that plaintiffs would not be required to make any loan payments on the subject property until a resale of the property was made by plaintiffs. This representation was made January 18, 1982, verbally, at the offices of The Federal Land Bank of Opelousas, Louisiana. Present were Elmer Landry , W. T. Langley, and Patricia A. Dillon.

ANSWER TO INTERROGATORY NO. 5 (B):

1) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented the following to plaintiffs: that the subject property contained 400 mineral acres and 1,628.4 surface acres; that The Federal Land Bank would finance 100% of the purchase price of the subject property; that plaintiffs would have no personal liability for any loans made to finance the purchase of the subject property; that he would secure for plaintiff's an additional $100,000.00 line of credit, as well as a crop production loan; that he would have a buyer to purchase the property from as soon as the closing of the property was consummated; that plaintiffs would realize a large profit from the referenced resale of the property; and that plaintiffs would not be required to make any loan payments on the subject property until a resale of the property was made by plaintiffs. These representations were made September 9, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Jim Morgan, and Roy Caughfield.

2) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented each of those items identified in #1 above. These representations were made September 19, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Roy Caughfield, W. T. Langley, Elmer Landry, Jim Morgan, A. J. Howard, Butch Corbello, and John Miller.

3) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented each of those items identified in #1 above. These representations were made October 3, 1980, verbally and in writing, at the offices of Planters Trust &

Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, W. T. Langley, Jim Morgan and Roy Caughfield.

4) Roy Caughfield, President Planters Trust & Savings Bank, Opelousas, Louisiana, represented that plaintiffs would have no personal liability for any loans made to finance the purchase of the subject property and that the subject property contained 400 mineral acres and 1,628.4 surface acres. These representations were made October 10, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Roy Caughfield and W. T. Langley.

5) Roy Caughfield, President Planters Trust & Savings Bank, Opelousas, Louisiana, represented that plaintiffs would have no personal liability for any loans made to finance the purchase of the subject property and that the subject property contained 400 mineral acres and 1,628.4 surface acres. These representations were made October 10, 1980, verbally by telephone, from Opelousas, Louisiana, to Blytheville, Arkansas. Present were Roy Caughfield and W. T. Langley.

6) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented that Planters Trust & Savings Bank, Opelousas, Louisiana, would finance the balance of the purchase price in excess of $1,350,000.00 that The Federal Land Bank could not now finance. Mr. Caughfield further represented that this loan would be made with no personal liability to plaintiffs at a rate of interest 2% above the prime rate of Chase Manhattan Bank, and with plaintiffs not being required to make any loan payments until the subject property was resold. These representations were made December 16, to December 18, 1980, verbally by telephone, from Texas and Baton Rouge, Louisiana to Blytheville, Arkansas. Present were Roy Caughfield and W. T. Langley.

7) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented each of those items identified in #5 above. These representations were made December 18, 1980, verbally, at the offices of Planters Trust & Savings Bank, Opelousas, Louisiana. Present were Elmer Landry, Roy Caughfield, W. T. Langley, Jim Morgan, A.J. Howard, Butch Corbello, and John Miller.

8) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented each of those items identified in #1 and #5 above. These representations were made December 19, 1980, verbally, at the Holiday Inn North, Lafayette, Louisiana. Present were Roy Caughfield, Elmer Landry, and W. T. Langley.

9) Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, represented each of those items identified in #1 and #5 above. These representations were made March 8, 1982, verbally, at the offices of Planters BankShares, Opelousas, Louisiana. Present were Roy Caughfield, W. T. Langley, Patricia A. Dillon, and for a portion of the representations, Ken Back.

ANSWER TO INTERROGATORY NO. 5 (C):

The following persons will testify that Elmer Landry and Roy Caughfield made the representations to plaintiffs as outlined above:

Elmer Landry
Roy Caughfield
W. T. Langley
Jim Morgan
Patricia A. Dillon
A. J. Howard
Butch Corbello
John Miller
Nelson Lee
Ken Back

ANSWER TO INTERROGATORY NO. 5 (D):

1) Purchase Agreement dated October 3, 1980, executed by W.T. Langley.

2) Notes made by W.T. Langley concerning the terms of the purchase of the subject property as represented to him by Elmer Landry and Roy Caughfield.

3) Federal Land Bank reamortization agreements.

4) Planters Bank note renewals.

5) Telephone bills.

6) Telephone message sheets.

ANSWER TO INTERROGATORY NO. 6 (A):

Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, made the statements, claims, representations and inducements identified in the responses to Interrogatory #1 through #5. However, Roy Caughfield and Elmer Landry did not deliver to plaintiffs the items represented. Further, Roy Caughfield and Elmer Landry knew that they would not be able to cause plaintiffs to receive those items represented. Particularly:

1) The subject property contained not 1,628.4, but rather 1,522.9 acres as revealed by survey;

2) The property was encumbered with a mineral lease;

3) The owners of the property did not, at the time of the sale, own any mineral rights in the property;

4) The promissory notes signed by the plaintiffs purport to oblige them personally and do not provide solely for "in rem" liability;

5) The interest rate charged by Planters Trust & Savings Bank has been charged at a rate in excess of 2% over Chase Manhattan prime;

6) Demands have been made upon the plaintiffs by The Federal Land Bank and Planters Trust & Savings Bank for repayment of the loans extended at the instance of Messrs. Landry and Caughfield; and

7) A portion of the mineral rights in question were subsequently transferred to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 6 (B):

1) All persons identified in responses to Interrogatory #1 through #5.

2) Robert W. Newell, P.O. Box 717, Newport, Arkansas 72112, Miller-Newell Engineers, Ltd., Engineer. Mr. Newell will testify that the subject property does not contain 1,628.4 acres.

3) Otis E. Lomenick, Jr., P.O. Box 1631, Opelousas, Louisiana, Attorney at Law. Mr. Lomenick will testify that the subject property does not contain 1,628.4 acres.

4) G. Douglas Dean, P.O. Box 1631, Opelousas, Louisiana, Attorney at Law. Mr. Dean will testify that the subject property does not contain 1,628.4 acres.

5) Robert G. Pugh, Commercial National Bank Building, Suite 555, Shreveport, Louisiana 71101, Attorney at Law. Mr. Pugh will testify that the subject property does not contain 1,628.4 acres.

6) All potential witnesses who have been previously identified in these Answers to Interrogatories.

ANSWER TO INTERROGATORY NO. 6 (C):

1) All documents identified in responses to Interrogatory #1 through #5.

2) Survey map prepared by Robert W. Newell.

3) Letter of Robert G. Pugh dated January 3, 1982.

ANSWER TO INTERROGATORY NO. 7 (A - D):

See responses to Interrogatory #1 through #6.

ANSWER TO INTERROGATORY NO. 8 (A):

Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, stating the acknowledged influence and strength, made representations to plantiffs, fully detailed in the responses to Interrogatory #1 through #7. The positions of power held by Messrs. Landry and Caughfield allowed them undisputed access to facts and information concerning the proposed transactions which would not be questioned when stated by them. Plaintiffs relied totally upon Mr. Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Mr. Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, and did not take any precautions that would have been used when dealing with individuals or firms not in a position of trust that Mr. Landry and Mr. Caughfield held. Further, many of the representations made by Messrs. Landry and Caughfield were made in writing in the Purchase Agreement, giving plaintiffs even less reason to try to independently verify the information. All facts and information concerning the loans and financing for the transaction were controlled 100% by

Messrs. Landry and Caughfield, therefore, there was no other manner in which plaintiffs could ascertain these facts. Also, Messrs. Landry and Caughfield knew how they and their companies were to benefit financially from the actions plaintiffs took as a result of their representations.

ANSWER TO INTERROGATORY NO. 8 (B):

All individuals identified in response to Interrogatory #1 through #7.

ANSWER TO INTERROGATORY NO. 8 (C):

1) All documents identified in response to Interrogatory #1 through #7.

2) Pleadings from the Leenerts Farms, Inc. bankruptcy.

ANSWER TO INTERROGATORY NO. 9 (A):

(A) See answers in response to Interrogatory #1 through #8. Without the assurance that:

a) 1,628.4 acres were present;

b) 400 mineral acres would be received;

c) There was "in rem" liability only;

d) The interest rate on the Planters Bank loan was 2% above Chase Manhattan prime; and

e) No mineral lease burdened the property.

The plaintiffs would not have purchased the property and taken the loans extended by The Federal Land Bank and Planters Trust & Savings Bank.

ANSWER TO INTERROGATORY NO. 9 (B):

No.

ANSWER TO INTERROGATORY NO. 10 (A):

In the absence of the statements, claims, representations, inducements and omissions of Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, as fully identified in response to Interrogatory #1 through #9, plaintiffs would not have signed the promissory notes.

ANSWER TO INTERROGATORY NO. 10 (B):

No.

ANSWER TO INTERROGATORY NO. 11 (A):

See answers in response to Interrogatory #1 through #10. Further, in accordance with their representations, Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, prepared the Purchase Agreement which stated that there were no outstanding leases on the property. Only after the purchase of the property were plaintiffs aware of the outstanding mineral leases. R. L. Kielty of Chevron first notified plaintiffs of the existence and terms of the lease.

ANSWER TO INTERROGATORY NO. 11 (B):

No.

ANSWER TO INTERROGATORY NO. 12 (A):

At the time the contract to June Lowery was to be executed Mrs. Lowery and her attorneys, Otis Lomenick and Douglas Dean, stated that they would not execute the contract because the property conveyed to them did not contain the number of acres which plaintiffs believed it contained. Mrs. Lowery also later told Jim Morgan again that the reason she did not purchase the property was because of the shortage of acres.

ANSWER TO INTERROGATORY NO. 12 (B):

1) June Lowery, Lafayette, Louisiana, landowner. Mrs. Lowery will testify that the reason she did not consummate the purchase of the subject property was because of the shortage of acres.

2) Douglas Dean. Mr. Dean will testify that the reason Mrs. Lowery did not consummate the purchase of the subject property was because of the shortage of acres.

3) Otis Lomenick. Mr. Lomenick will testify that the reason Mrs. Lowery did not consummate the purchase of the subject property was because of the shortage of acres.

4) Jim Morgan. Mr. Morgan will testify that the reason Mrs. Lowery did not consummate the purchase of the subject property was because of the shortage of acres.

ANSWER TO INTERROGATORY NO. 12 (C):

Contract between June Lowery and W. T. Langley.

ANSWER TO INTERROGATORY NO. 12 (2nd No. 12):

(A) A mineral deed transferring interest from Don Williams and Margaret Randolph Williams to Roy Caughfield was filed in the records of Pointe Coupee Parish on March 16, 1982.

(B) 1) Don Williams and Margaret Randolph Williams. Mr. and Mrs. Williams will testify that they deeded their mineral interests in the subject property to Roy Caughfield.

2) Roy Caughfield. Mr. Caughfield will testify that Mr. and Mrs. Williams deeded their mineral interests in the subject property to him.

(C) Mineral deed from Don Williams and Margaret Randolph Williams to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 13:

No.

ANSWER TO INTERROGATORY NO. 14:

Shortage of surface acres:

1) The plaintiffs received 105.5 acres less than that represented to them. This additional acreage is worth approximately $2,000.00 per acre.

2) a) See all persons revealed in foregoing responses.

b) Expert witnesses yet to be determined.

c) Yet to be determined beyond those previously mentioned hereinabove.

Diminished delay rentals:

The amount sought in the Complaint represents the expected delays which would have been received had the property been unencumbered with a mineral lease and been leased at prevailing rates at that time.

Bonus payments:

1) Unknown to the plaintiffs and in direct contravention of warranties made to them as described hereinabove, the subject property was burdened with a mineral lease in favor of Chevron. At the time of the purchase by the plaintiffs, the prevailing market rates for bonus payments were $1,000.00 per acre. The plaintiffs owned 1,522.9 acres which would have been available for lease.

2) a) See all persons revealed in the foregoing responses.

   b) Expert witnesses yet to be determined.

3) Yet to be determined beyond those previously mentioned hereinabove.

Value of mineral rights wrongfully withheld:

1) The plaintiffs were warranted 400 mineral acres. At the time of their purchase, the plaintiffs contemplated the sale of the mineral rights. Prevailing market rates at the time were $8,000 to $40,000 per mineral acre. The plaintiffs believe the mineral rights which it was warranted they would acquire were worth approximately $9,100.00 per acre.

2) a) All persons identified in the foregoing responses.

   b) Expert witnesses yet to be determined.

   c) Yet to be determined beyond those previously mentioned hereinabove.

Impairment of bank relationships, damage to reputation and loss of creditworthiness:

1) Yet to be determined.

2) Yet to be determined.

3) Yet to be determined.

ANSWER TO INTERROGATORY NO. 14 (A):

1) The surface acreage of the subject property does not contain 1,628.4 acres.

2) The mineral acreage does not contain 400 or more acres.

3) Chevron held a mineral lease on the property.

4) John Barton had executive rights to the mineral interests on the property.

ANSWER TO INTERROGATORY NO. 14 (B):

1) All persons identified in response to Interrogatory #1 through #13.

2) John Barton. Mr. Barton will testify that he held executive rights to the mineral interests on the property.

3) Expert witnesses yet to be determined.

ANSWER TO INTERROGATORY NO. 15 (A):

1) Leenerts Farms, Inc. filed by bankruptcy in early 1981.

2) At the time of the negotiation with the plaintiffs, Planters Trust & Savings Bank held loans to Leenerts Farms, Inc. which were in default, and on which Planters Trust & Savings Bank would have lost money and been subject to the terms of the bankruptcy proceedings had plaintiffs not been induced to purchase the property, thereby permitting the loans of Leenerts Farms, Inc. to be paid off.

3) Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, received commission money.

4) Roy Caughfield received a large portion of the mineral acres on the subject property.

ANSWER TO INTERROGATORY NO. 15 (B):

1) Roger Leenerts. Mr. Leenerts will testify that Leenerts Farms, Inc. was in default on loans to Planters Trust & Savings Bank. Mr. Leenerts will also testify that Leenerts Farms, Inc. filed for bankruptcy in early 1981.

2) John Leenerts. Mr. Leenerts will testify that Leenerts Farms, Inc. was in default on loans to Planters Trust & Savings Bank. Mr. Leenerts will also testify that Leenerts Farms, Inc. filed for bankruptcy in early 1981.

3) Elmer Landry. Mr. Landry will testify that he and Roy Caughfield induced plaintiffs to purchase the subject property so that Planters Trust & Savings Bank would not be subject to losses from Leenerts Farms, Inc. Mr. Landry will also testify that he received commission money from the transaction.

4) Roy Caughfield. Mr. Caughfield will testify that he and Elmer Landry induced plaintiffs to purchase the subject property so that Planters Trust & Savings Bank would not be subject to losses from Leenerts Farms, Inc. Mr. Caughfield will also testify that he received mineral interests on the subject property.

5) Don Williams. Mr. Williams will testify that he transferred mineral interests on the subject property to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 15 (C):

1) Bankruptcy filings of Leenerts Farms, Inc.

2 Loan documents and records relative to Leenerts Farms, Inc. in the possession of Planters Trust & Savings Bank.

3) Letter from Elmer Landry to A. J. Howard dated March 19, 1981.

4) Check to Linda Landry in the amount of $16,000.00 for the account of Elmer Landry.

5) Note to Elmer Landry in the amount of $24,000.00

6) Mineral deed from Don Williams to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 16 (A):

1) $16,000.00 paid December 30, 1980, by W. T. Langley to Linda Landry for the account of Elmer Landry, paid by Langley Farms Check #2876. The considerations for this payment were services provided by Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas, Louisiana, as follows: representing Planters Trust & Savings Bank, Opelousas, Louisiana, and The Federal Land Bank of Opelousas, Louisiana, in the financing of the purchase; guaranteeing plaintiffs a subsequent buyer for the subject property; and continuing support and assistance in the resale of the property and financing.

2) $24,000.00 as represented by a Promissory Note dated March 20, 1981, executed by W. T. Langley for the benefit of Elmer Landry. The considerations for this Promissory Note were services provided by Elmer Landry, President of The Federal Land Bank of Opelousas, Louisiana, and Roy Caughfield, President of Planters Trust & Savings Bank, Opelousas,

Louisiana, as follows: representing Planters Trust & Savings Bank, Opelousas, Louisiana, and The Federal Land Bank of Opelousas, Louisiana, in the financing of the purchase; guaranteeing plaintiffs a subsequent buyer for the subject property; and continuing support and assistance in the resale of the property and financing.

3) Mineral interests in the subject property acquired on March 16, 1982, by Mineral Deed from Don Williams to Roy Caughfield. This transfer resulted in plaintiffs' loss of mineral acreage and Roy Caughfield's gain.

ANSWER TO INTERROGATORY NO. 16 (B):

See those answers supplied in responses to Interrogatory #1 through #15.

ANSWER TO INTERROGATORY NO. 16 (C):

1) Elmer Landry. Mr. Landry will testify that he received the money and Promissory Note from W. T. Langley for the considerations stated.

2) Roy Caughfield. Mr. Caughfield will testify that he knew of the money and Promissory Note received by Elmer Landry from W. T. Langley. Mr. Caughfield will further testify that he received the mineral interests in the subject property from Don Williams.

3) W. T. Langley. Mr. Langley will testify that he paid the money and executed the Promissory Note to Elmer Landry for the considerations as stated.

4) Jim Morgan. Mr. Morgan will testify that Elmer Landry received the money and Promissory Note from W. T. Langley for the considerations as stated.

5) Patricia A. Dillon. Ms. Dillon will testify that Elmer Landry received the money and Promissory Note from W. T. Langley for the considerations as stated.

6) Nelson Lee. Mr. Lee will testify that Elmer Landry received the money and Promissory Note from W.T. Langley for the considerations as stated.

7) Don Williams. Mr. Williams will testify that he transferred mineral interests in the subject property to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 16 (D):

1) Langley Farms Check #2876.

2) Promissory Note dated March 20, 1981, presumably in the possession of Elmer Landry.

3) Mineral Deed from Don Williams to Roy Caughfield.

ANSWER TO INTERROGATORY NO. 17 (A):

See responses to Interrogatory #1 through #16.

ANSWER TO INTERROGATORY NO. 17 (B):

Those persons identified in response to Interrogatory #1 through #16.

ANSWER TO INTERROGATORY NO. 17 (C):

1) Those documents identified in Interrogatory #1 through #16.

2) Telephone bills of W. T. Langley.

3) Telephone message sheets of W. T. Langley.

ANSWER TO INTERROGATORY NO. 18:

We assume that this refers to the allegations of Paragraph 36 and not Paragraph 6 as stated. Accordingly, see those answers provided in response to Interrogatory #1 through #17.

ANSWER TO INTERROGATORY NO. 19 (A):

1) Elmer Landry always identified himself and referred to himself in all actions as the President of The Federal Land Bank of Opelousas, Louisiana.

2) Elmer Landry held meetings with the plaintiffs at the offices of The Federal Land Bank of Opelousas, Louisiana, both during regular business hours and after business hours.

3) Elmer Landry presented plaintiffs with his business card identifying himself as the President of The Federal Land Bank of Opelousas, Louisiana.

4) Elmer Landry stated that he was acting for The Federal Land Bank of Opelousas, Louisiana, during each and every meeting and conversation which he had with plaintiffs.

5) Elmer Landry committed The Federal Land Bank of Opelousas, Louisiana, to make loans for plaintiffs even when, as the plaintiffs subsequently learned, the subject property was outside of the jurisdiction of his office.

6) Elmer Landry completed The Federal Land Bank of Opelousas, Louisiana, forms in connection with their attorneys to secure a Federal Land Bank loan on the property as promised by Landry.

7) Elmer Landry completed The Federal Land Bank of Opelousas, Louisiana, forms to reamortize loan payments as promised by Landry.

8) Elmer Landry negotiated with other Federal Land Bank of Opelousas, Louisiana, officers and employees regarding the loan to plaintiffs.

9) Elmer Landry used a car which belonged to The Federal Land Bank of Opelousas, Louisiana, to show plaintiffs the subject property and to perform other tasks directly related to the inducement of plaintiffs to purchase the subject property.

10) Elmer Landry was well known in the community of Opelousas, Louisiana, as the President of The Federal Land Bank, with many citizens of the area acknowledging his position while in the presence of the plaintiffs.

11) Plaintiffs would not have relied upon the representations of Elmer Landry had he not been acting as President of The Federal Land Bank of Opelousas, Louisiana.

12) Elmer Landry committed The Federal Land Bank of Opelousas, Louisiana, to take certain actions on behalf of the plaintiffs, those actions subsequently being consummated.

ANSWER TO INTERROGATORY NO. 19 (B).

1) Albert W. Magee, Jr. P.O. Drawer 15929, Baton Rouge, Louisiana 70895, President of The Federal Land Bank of Baton Rouge, Louisiana. Mr. Magee will testify that Elmer Landry acted for The Federal Land Bank of Opelousas, Louisiana, in his representations to plaintiffs.

2) Employees and customers of The Federal Land Bank of Opelousas, Louisiana, whose identity is unknown to plaintiffs.

3) Elmer Landry. Mr. Landry will testify that he acted on behalf of

The Federal Land Bank of Opelousas, Louisiana, in his representations to plaintiffs.

4) The following persons identified in Interrogatory #1 through #18 will testify that Elmer Landry acted on behalf of The Federal Land Bank of Opelousas, Louisiana, in his representations to plaintiffs:

Roy Caughfield
W.T. Langley
Jim Morgan
Patricia A. Dillon
A.J. Howard
Walter C. (Butch) Corbello
John Q. Miller, Jr.
Roger Leenerts
John Leenerts

ANSWER TO INTERROGATORY NO. 19 (C):

1) Elmer Landry's business cards naming his as President of The Federal Land Bank of Opelousas, Louisiana.

2) The Federal Land Bank loan forms and other documents completed by Elmer Landry on behalf of plaintiffs.

3) Telephone bills of The Federal Land Bank of Opelousas, Louisiana, showing calls made by Elmer Landry to plaintiffs from The Federal Land Bank offices and paid for by The Federal Land Bank.

ALL DATES IDENTIFIED IN ANSWERS TO INTERROGATORY #1 THROUGH #19 SHOULD BE CONSIDERED APPROXIMATE DATES.

W. T. LANGLEY and
MARY ANNE GRIMES LANGLEY

By: /s/ William C. Shockey
William C. Shockey,
Attorney

SWORN TO AND SUBSCRIBED before me, Notary, this 15th day of November, 1984.

/s/ Sidney D. Fazio

NOTARY PUBLIC

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 15 day of November, 1984, served a copy of the foregoing pleading on counsel for all parties to this proceeding, by mailing the same by United States mail, properly addressed, and first class postage prepaid.

/s/ William C. Shockey

William C. Shockey

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LOUISIANA/FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY AS ASSIGNEE OF THE ASSETS OF PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LOUISIANA	*	NUMBER CA-83-2612
VERSUS	*	
W. T. LANGLEY, ET AL	*	

CONSOLIDATED WITH

W. T. LANGLEY, ET AL	*	NUMBER CA-84-0555
VERSUS	*	
PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, ET AL	*	

NOTICE OF MOTION

TO: William Shelby McKenzie
Taylor, Porter, Brooks & Phillips
P. O. Box 2471
Baton Rouge, LA 70821

John L. Olivier
Olivier & Brinkhaus
P. O. Drawer E
Sunset, LA 70584

Leo J. Lahey
Law Offices of Warren D. Rush
P. O. Box 53713-O.C.S.
Lafayette, LA 70505

William C. Shockey
McCollister, McCleary, Fazio & Holliday
5757 Corporate Boulevard
Suite 301
P. O. Box 2706
Baton Rouge, LA 70821-2706

PLEASE TAKE NOTICE that the undersigned counsel for the Federal Deposit Insurance Corporation will bring on for hearing the attached Motion for Summary Judgment on the _____ day of _____, 1985, at _____ o'clock _____ .m., or as soon thereafter as counsel can be heard, before the Honorable John Duhe, United States District Judge, at the United States District Court, Lafayette, Louisiana.

Dated: January 24, 1985

By Attorneys,

KANTROW, SPAHT, WEAVER & BLITZER
P. O. Box 2997
Baton Rouge, LA 70821-2997
Telephone (504) 383-4703

By: /s/ David S. Rubin
Lee C. Kantrow
David S. Rubin
Richard F. Zimmerman, Jr.
Lois E. Hawkins
Bob D. Tucker

FEDERAL DEPOSIT INSURANCE CORPORATION
Barry Zisman, Senior Attorney
Richard E. Ulmer, Attorney

CERTIFICATE

I hereby certify that a copy of the above and foregoing has this day been mailed, postage prepaid, to all counsel of record.

Baton Rouge, Louisiana, this 24 day of January, 1985.

/s/ David S. Rubin
David S. Rubin

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LOUISIANA/FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY AS ASSIGNEE OF THE ASSETS OF PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LOUISIANA	*	NUMBER CA-83-2612
VERSUS	*	
W. T. LANGLEY, ET AL	*	

CONSOLIDATED WITH

W. T. LANGLEY, ET AL	*	NUMBER CA-84-0555
VERSUS	*	
PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, ET AL	*	

MOTION FOR SUMMARY JUDGMENT

COMES NOW the Federal Deposit Insurance Corporation, through undesigned counsel, which respectfully moves this Court for Summary Judgment as to (1) all claims asserted by it in the petition filed herein against defendants, W. T. Langley and Mary Ann Grimes, Langley and (2) all claims asserted against it in the petition filed herein by W. T. Langley and Mary Ann Grimes Langley, on the ground that there is no genuine dispute as to any material fact and that mover is entitled to judgment as a matter of law.

Dated: January _____, 1985 By Attorneys,

KANTROW, SPAHT, WEAVER & BLITZER

P. O. Box 2997
Baton Rouge, LA 70821-2997
Telephone (504) 383-4703

By: /s/ David S. Rubin
Lee C. Kantrow
David S. Rubin
Richard F. Zimmerman, Jr.
Lois E. Hawkins
Bob D. Tucker

FEDERAL DEPOSIT INSURANCE CORPORATION
Barry Zisman, Senior Attorney
Richard E. Ulmer, Attorney

CERTIFICATE

I hereby certify that a copy of the above and foregoing has this day been mailed, postage prepaid, to all counsel of record.

Baton Rouge, Louisiana, this 24 day of January, 1985.

/s/ David S. Rubin
David S. Rubin

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LOUISIANA/FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY AS ASSIGNEE OF THE ASSETS OF PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, LOUISIANA	*	NUMBER CA-83-2612
VERSUS	*	
W. T. LANGLEY, ET AL	*	

CONSOLIDATED WITH

W. T. LANGLEY, ET AL	*	NUMBER CA-84-0555
VERSUS	*	
PLANTERS TRUST & SAVINGS BANK OF OPELOUSAS, ET AL	*	

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, personally came and appeared:

WILLIAM E. SMITH

who, after being duly sworn by me, did depose and say:

He is employed by the Federal Deposit Insurance Corporation as the Liquidator of Planters Trust & Savings Bank of Opelousas, Louisiana, and that in such capacity has personal knowledge of the matters to which he will now attest.

The Federal Deposit Insurance Corporation is a corporation organized and existing under the laws of the United States, with its principal place of business in the city of Washington, District of Columbia. On May 18, 1984, the Commissioner of Financial Institutions for the State of Louisiana (the "Commissioner") declared Planters Trust & Savings Bank of Opelousas, Louisiana ("Planters") to be in an unsafe and unsound condition, closed Planters, and took possession of its books, property, and affairs. The Commissioner appointed the FDIC (in its receivership capacity) as receiver and liquidator thereof, and the FDIC accepted such appointment. Pursuant to La. R.S. §6:457, upon the acceptance by the FDIC of its appointment as receiver and liquidator, the possession of and title to all of the assets, business, and property of the banking institution, of every kind and nature, passed to and vested in the FDIC as receiver without the execution of any instruments of conveyance, assignment, transfer or endorsement. Subsequently on May 18, 1984, pursuant to an order of the Twenty-Seventh Judicial District Court for the Parish of St. Landry, the FDIC in its corporate capacity acquired all of the assets of Planters, including (but not limited to) the assets which are the subject of this suit.

Defendants, W. T. Langley and Mary Ann Grimes Langley, both residents of the full age of majority and domiciled in the County of Mississippi, State of Arkansas, are justly and truly indebted unto the Federal Deposit Insurance Corporation jointly and severally for the following, to-wit: Promissory Note #104638, dated Opelousas, LA, March 8, 1982, in the principal sum of $468,124.41, made payable to Planters Trust and Savings Bank at its banking office in Opelousas, Louisiana 70570, payable in three (3) annual installments of $104,164.54 each, including interest, and one final installment sufficient to pay the balance due, the first installment being due and payable on the 8th day of March, 1983, and one installment being due and payable on the 8th day of each succeeding year thereafter until all have been paid, together with interest to be computed at the rate more fully shown on such promissory note and as amended; said Promissory Note was made and executed by W. T. Langley and by Mary Ann Grimes Langley, through her agent and attorney-in-fact, W. T. Langley, as more fully shown by reference to the Power of Attorney dated December 16, 1980, a correct copy being filed of record herein, and made a part hereof by reference as though set forth herein in extenso; a correct copy of said Promissory Note being filed of record

herein and made a part hereof by reference as though set forth herein in extenso, the principal balance due on said note being $468,624.41, together with interest to January 21, 1985, in the amount of $227,879.15, and, thereafter, the additional sum of interest to be computed at the rate more fully shown on such Promissory Note and as amended, until the full amount of principal and interest is paid in full, together with the additional sum of twenty-five (25%) percent as attorney's fees and all costs of this suit, said Promissory Note being secured by a pledge and assignment of the following collateral security, to-wit:

> Collateral Mortgage Note dated Bunkie, La. December 19, 1980, due on demand and payable to the order of Planters Trust & Savings Bank, Opelousas, LA., in the principal sum of Five Hundred Thousand and No/100 ($500,000.00) Dollars, bearing interest at the rate of twelve (12%) percent per annum from date until paid, as well as the additional sum of twenty-five (25%) percent as attorney's fees and all costs of this suit, said Collateral Mortgage Note being executed by W. T. Langley and Mary Ann Grimes Langley, through her agent and attorney-in-fact, W. T. Langley, as more fully shown by reference to the Power of Attorney dated December 16, 1980, a correct copy being attached hereto and marked Exhibit "D" for identification herewith and made a part hereof by reference as though set forth herein in extenso, a correct copy of the said Collateral Mortgage Note being attached hereto and marked Exhibit "B" for identification herewith and made a part hereof by reference as though set forth herein in extenso, in turn being secured by a Collateral Mortgage of even date therewith for the same amount payable at Planters Trust & Savings Bank, a Louisiana banking corporation domiciled in Opelousas, La., and being recorded in Mortgage Book 130, Entry No. 83, Pointe Coupee Parish Recorder's Office, a correct copy of such Collateral Mortgage being attached hereto, and marked Exhibit "C" for identification herewith and made a part hereof by reference as though set forth herein in extenso.

The act of Collateral Mortgage specially mortgages, affects and hypothecates in favor of the Holder or Holders of the said note the property described therein.

The Promissory Note further provides that any failure on the part of

the maker or makers to pay any installment thereof, or the interest thereon, promptly when due, shall ipso facto, and without any demand or putting in default, cause said note and each and every installment thereof to become immediately due and exigible and putting in default specially waived; that because of the non-payment of such promissory note in accordance with its tenor, the note is in default.

Defendants W. T. Langley and Mary Ann Grimes Langley executed continuing guarantees, dated January 27, 1982, guaranteeing existing or future debts of W. T. Langley to Planters, up to an unlimited amount, copies of which guarantees are filed of record herein.

The FDIC, as holder of the aforementioned note, is the proper party to seek the recovery of said note herein.

/s/ William E. Smith

William E. Smith

SWORN TO AND SUBSCRIBED before me this 24 day of January, 1985.

/s/ David S. Rubin

Notary Public

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, D. C. 20543

January 12, 1987

Mr. William C. Shockey
McCollister & McCleary, et al.
5757 Corporate Blvd., P.O. 2706
Baton Rouge, LA 70821

RECEIVED JAN 14

Re: W. T. Langley, et ux.,
V. Federal Deposit Insurance Corporation
No. 86-489

Dear Mr. Shockey:

The Court today entered the following order in the above entitled case:

The petition for a writ of certiorari is granted.

Very truly yours,

/s/ Joseph F. Spaniol, Jr.

Joseph F. Spaniol, Jr., Clerk